

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 10, 2008

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

Judy Brozek-With A Group Called “Project Sole” Came To Talk About The West Orange Road Bridge Project And The Engineer’s Office

(For A Complete Record Refer To The Official CD Minutes).

Chester Jourdan, Mid Ohio Regional Planning Commission

(For A Complete Record Refer To The Official CD Minutes).

RESOLUTION NO. 08-260

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 6, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held March 6, 2008 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-261

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0307:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0307 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’S			
Pamela Griffin	Child Care	22411610-5348	\$ 37,500.00
Increases			
Atrium	Personnel Services	22411601-5301	\$ 30,000.00
Nancy Lucas	Child Care	22411610-5348	\$ 12,500.00
Doug and Teri Swan	Child Care	22511607-5350	\$ 10,000.00
Denise Smith	Child Care	22511607-5350	\$ 5,000.00
OH Dept of JFS	Unemployment	10011108-5370	\$ 6,000.00
Vouchers			
OSU Ext Office	Grant	10011102-5601	\$ 71,500.00
State of OH Treasurer	State Audit	10011102-5301	\$ 20,110.50
Noahs Ark Learning Center	Day Care	22411610-5348	\$ 4,461.61
Noahs Ark Learning Center	Day Care	22511607-5348	\$ 1,260.00
JWC Environmental	Muffin Monster Alum Creek PS	66290402-5450	\$ 43,871.00
AEP	Serv to Various County Offices	10011105-5338	\$ 19,146.23
Maximus	2006 Cost Allocation Plan	10011102-5301	\$ 10,300.00
Council for Older Adults	Protective Serv. Grant 1st Quarter	22411606-5301	\$ 11,725.00
T & J Junior Academy	Day Care	22411610-5348	\$ 6,520.56
Downes Hurst Fishel	Legal Services	10011108-5361	\$ 6,903.75
Learning Center of Sunbury	Day Care	22411610-5348	\$ 5,306.09
Learning Center of Sunbury	Day Care	22511607-5348	\$ 787.05

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08 -262

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

The Economic Development Department is requesting that Dottie Brown attend a FY08 CDBG Training in Mansfield, Ohio April 11, 2008 at no cost.

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The Prosecutor’s Office is requesting that Tabitha Bonifas Spring and Adrienne Bruce and Alison Peters attend a Substance Related Sexual Assault Seminar in Columbus, Ohio April 9, 2008, at the cost of \$121.88.

The Department of Job and Family Services is requesting that Kathy Mason attend a Communications Symposium in Columbus, Ohio April 23, 2008, at the cost of \$11.76.

The Department of Job and Family Services is requesting that Judy Mitchell, Heather Allen and Tracey Merrin attend a Workshop on Youth Objective Assessments in Columbus, Ohio March 19, 2008, at the cost of \$24.60

The Engineer’s Office is requesting that Kevin Kramer, Bill Raeuchle, and Josh Hall attend a DT466 EGR Training (Truck Repair) in Plain City, Ohio March 23, 2008, at the cost of \$597.00.

The EMS Department is requesting that 40 Paramedics attend a Paramedic Refresher Course at the Hayes Building February 26-March 19, 2008, at no cost.

The EMS Department is requesting that Joe Farmer attend a Geriatric Education for EMS in Morrow County November 11, 2008, at no cost.

The EMS Department is requesting that Joe Farmer attend an Advanced Medical Life Support in Morrow County July 26-27, 2008, at no cost.

The EMS Department is requesting that Joe Farmer attend a Pediatric Education for Pre-hospital Providers in Morrow County June 28-29, 2008, at no cost.

The EMS Department is requesting that Joe Farmer attend a Management of Emergency Medical Services Course at the National Fire Academy in Emmittsburg, Maryland June 9-20, 2008, at no cost.

The Auditor’s Office is requesting that Dedra Hall attend the 12th Annual Payroll in Focus Seminar in Canton, Ohio April 24-25, 2008, at the cost of \$400.16.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-263

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM SONG LAND INC. DBA ASIAN GARDEN BUFFET TO YA YUAN INC. DBA ASIAN GARDEN BUFFET AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Ya Yuan Inc. DBA Asian Garden Buffet has requested a transfer of the D1 permit from Song Land Inc. DBA Asian Garden Buffet both located at 8633 Columbus Pike Orange Township Lewis Center, Ohio 43035, and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-264

IN THE MATTER OF APPROVING RESOLUTION FOR RETAINING CERTAIN LEGAL SERVICES OF VORYS, SATER, SEYMOUR & PEASE LLP IN CONNECTION WITH MATTERS RELATING TO BOARD OF TAX APPEALS FOR DELAWARE COUNTY:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

BE IT RESOLVED by the Board of County Commis sioners of the County of Delaware, State of Ohio, that:

Section 1. This Board of County Commissioners, in conjunction with the Prosecuting Attorney of this County, desires to retain the legal services of the law firm of Vorys, Sater, Seymour & Pease LLP (the Firm) for

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advice and assistance in matters relating to Board of Tax Appeals matters. For reasonable fees as shall be approved by this Board, plus reimbursement for actual out-of pocket expenses (including but not limited to travel, long-distance telephone, and duplicating expenses) incurred in rendering the legal services as may from time to time be requested by this Board, the Firm will provide advice and representation; in court or preparation relating thereto.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, Vorys, Sater, Seymour & Pease LLP shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by this Board or the Firm by written notice to the other.

Section 3. This Board of County Commissioners shall join with the Prosecuting Attorney of this County in application pursuant to Section 305.14, Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the Firm for the purposes stated in Section 1 hereof and for authority to pay the Firm for those legal services as provided for in Section 1 hereof from funds appropriated, or that may be appropriated, by this Board from time to time for such purpose. The County Auditor is hereby authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for the payment of the same as they shall become payable.

Section 4. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meetings of this Board, and that all deliberations of this Board and of any of it committees that resulted in such formal action, were in meetings, open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code. The foregoing motion having been put to vote, the results of the roll call was as follows

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-265

IN THE MATTER OF APPROVING PLATS FOR WESTERVILLE RESERVE, SECTION 2; WOODLAND HALL SECTION 2; NELSON FARM SECTION 1 PART A AND NELSON FARM SECTION 1 PHASE B:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Westerville Reserve, Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Farm Lot 8, Section 4, Township 3, Range 17 United States Military Lands, And Being 0.668 Acres Of That Original 24.398 Acre Tract Conveyed To Romanelli And Hughes Building Company By Deed Of Record In Official Record 666, Page 604, And All Of The 5.721 Acre Tract Conveyed To Patrica A Gostel Married By Deed Of Record In Volume 637, Page 841, And Being A Total Of 6.389 Acres Of Land, More Of Less, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$3.00.

Woodland Hall Section 2

Situated In Farm Lots 17, 18, Section 1, Township 3, Range 19, United States Military Lands, Liberty Township, Delaware County, State Of Ohio And Being 33.117 Acres Conveyed To West Point Holdings Llc. By Deed Of Record In Volume 800, Page 2699 And 20.323 Acres Conveyed To Wingate Land Group, Ltd. By Deed Of Record In Official Record 635, Page 502. Cost \$105.00

Nelson Farm Section 1 Part A

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty And In Farm Lot 9, (27.985 Acres), And Farm Lot 10 (0.549 Acres) , Quarter Township 1, Township 3, Range 19, United States Military District, Containing 28.534 Acres Of Land, More Or Less, Said, 28.534 Acres Being Part Of Those Tracts Of Land Conveyed To Nelson Farms Associates Llc. By Deeds Of Record In Official Record In Official Record 220, Page 1057, And Official Record 638, Page 308 Recorder’s Office, Delaware County, Ohio. Cost \$57.00.

Nelson Farm Section 1 Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty And In Farm Lot 9, Quarter Township 1, Township 3, Range 19, United States Military District, Containing 5.950 Acres Of Land, More Of Less, Said 5.950 Acres Being Part Of That Tract Of Land Conveyed To Nelson Farms Associations, Llc By Deed Of Record In Official Record 220, Page 1057, Recorder’s Office, Delaware County, Ohio. Cost \$15. 00.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-266

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IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR NELSON FARMS
SECTION 1, PHASES A & B:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Nelson Farms Section 1, Phases A&B

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$245,150.00**, and a letter of credit totaling that amount is available to cover the bonding of this project.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-267

IN THE MATTER OF APPROVING AN AGREEMENT WITH TETRA TECH INFRASTRUCTURE GROUP
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE HOME ROAD / STATE ROUTE 257 /
SECTION LINE ROAD IMPROVEMENTS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

DEL-CR124-1.88

HOME ROAD / SR 257 / SECTION LINE ROAD IMPROVEMENTS
– PART 1 PRELIMINARY ENGINEERING

Section 1 – Parties to the Agreement

Agreement made and entered into this 10th day of March, 2008 by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio (“County”), and the firm of **Tetra Tech | Infrastructure Group, 3366 Riverside Drive, Suite 206/207 | Columbus, Ohio 43221** (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Engineer is hereby designated as the administrator and agent of the County for performance of this contract.

Section 3 – Scope of Work

Consultant agrees to furnish, unto the County, professional design services relating to preliminary engineering for the project known as **DEL-CR124-1.88 HOME ROAD / SR 257 / SECTION LINE ROAD IMPROVEMENTS** Delaware County, Ohio, including the work specifically itemized in **Part 1** of the Request for Proposal and Scope of Services by the Delaware County Engineer and in the Proposal submitted by the Consultant dated November 9, 2007, by this reference hereby made part of this Contract. Consultant further agrees to perform said work promptly, in a skillfully and competent manner in accordance with the standards applicable to this work, and under the direction of the Delaware County Engineer.

Section 4 – Compensation

A lump sum base contract fee amount not to exceed **Five Hundred Ninety Three Thousand Seven Hundred Thirty Nine dollars (\$593,739)**, based on a Fee Proposal submitted by the Consultant dated February 18, 2008, by this reference made a part of this contract, to be paid to the Consultant as specified hereinafter.

Section 5 – Payment

Compensation shall be paid based on estimates, made no more than once per month, of the percentage of total work completed. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the words “Invoice # ___” and shall be reviewed and approved by the County Engineer. Consultant shall not commence any “If-Authorized” task listed in the Fee Proposal until written authorization for such work is provided by the County.

Section 6 – Completion of Work

All work associated with Part 1 of the Contract, in accordance with Section 3 above, shall be completed by the Consultant no later than April 1, 2010.

Section 7 – Insurance

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-

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owned automobiles.

- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to acquire and maintain professional liability insurance for at least five (5) years after construction of the project is completed and accepted by the County Engineer or December 31, 2017, whichever comes first, against the Consultant's negligent acts, errors, and omissions through a company licensed to do business in the State of Ohio for no less than One Million Dollars (\$1,000,000).
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1, 7.2, 7.3, and 7.4.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County, its agents and employees from any and all claims for loss, damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Contract

The County reserves the right to terminate this Contract at any time for the convenience of the County. Upon termination of the Contract, the County will provide written notice to the Consultant to suspend all work at which time the Consultant shall cease all work associated with this Contract and submit a final estimate for the portion of the work completed to date.

Section 10 – Miscellaneous Terms & Conditions

- 10.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 10.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in

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- all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 10.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.
- Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
- Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.
- Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 10.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Consultant, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part of this Contract.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-268

**IN THE MATTER OF APPROVING AN AGREEMENT WITH STANTEC CONSULTING SERVICES INC.
FOR REAL ESTATE ACQUISITION SERVICES :**

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement

- Section 1 – Parties to the Agreement**
Agreement made and entered into this 10th day of March, 2008 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Stantec Consulting Services Inc., 1500 Lake Shore Drive, Suite 100, Columbus, Ohio 43204 (“Consultant”).
- Section 2 – Contract Administrator**
The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.
- Section 3 – Basic Services of Consultant**
The duties of the Consultant shall encompass the following tasks.

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- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Low Value Analysis, for parcels under \$10,000 in value;
- C. Negotiation Services;
- D. Title Work and Closing;
- E. Right-of-Way acquisition Procedures Development;
- F. Survey

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section I, an amount not to exceed \$100,000.00. Costs will vary depending on actual time required to perform the services requested.
- 4.2 The actual cost plus reimbursable expenses, as incurred by the Consultant in the performance of the portion of the work outlined in Section I of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$100,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2008 or when the amount of \$100,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date of the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provided all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 The Consultant shall provide written detailed cost proposal for each project at the request of the County prior to services being performed.
- 6.2 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

Section 7 – Insurance

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for one (1) year following completion of the services rendered as part of this Agreement, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of

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its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employee's, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets."

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final estimate for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented.

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Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

COUNTY ENGINEER CHRIS BAUSERMAN WOULD LIKE RECOGNIZE THE 36 WORKERS WHO WORKED 920 HOURS THIS PAST WEEKEND DUE TO THE SNOW STORM.

RESOLUTION NO. 08-269

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE STATUS REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2007 WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. Ward, seconded by Mr. Evans to authorize the submittal of the CDBG Formula 2007 Status Report:

WHEREAS, the Ohio Department of Development awarded \$146,000 in Fiscal Year 2007 Small Cities Community

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Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the FY07 CDBG Formula Program, is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program, and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Status Report of the CDBG Formula 2007 for their review.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the CDBG Formula 2007 Status Report for the period of September 1, 2007 – February 29, 2008 to Ohio Department of Development, Office of Housing and Community Partnership.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-270

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2006 FINAL PERFORMANCE REPORT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD), OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. Ward, seconded by Mr. Evans to authorize the submittal of the following report:

WHEREAS, the Ohio Department of Development awarded \$150,000 in Fiscal Year 2006 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the FY06 CDBG Formula Program, is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program, and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Final Performance Report of the CDBG Formula 2006 for their review.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the CDBG Formula 2006 Final Performance Report from September 1, 2007 to February 29, 2008 to Ohio Department of Development, Office of Housing and Community Partnership.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-271

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY BEHELER EXCAVATING FOR THE VILLAGE OF OSTRANDER DRAINAGE AND ROAD REPAIRS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program, and Delaware County has a Revolving Loan Fund, which is capitalized with CDBG funds, with use of these funds having a National Objective of assisting eligible low-moderate income (LMI) households; and

WHEREAS, Delaware County has established the RLF, capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the Village of Ostrander discovered a storm sewer failure on North Street, which has facilitated a decision to close the street to traffic based upon safety concerns; and

WHEREAS, the Village has determined that the cost of repairing the street back to safe and functional capacity is \$87,000, and the Ohio Public Works Commission has agreed to provide a grant to the Village in the amount of \$42,000 to assist in this repair; and

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WHEREAS, the Delaware County Commissioners has previously approved RLF funding in Resolution #07-1540 to assist the Village in repairs; and

WHEREAS, the project was bid out and bids were received February 19, 2008; and

WHEREAS, the Engineer for the Village, has reviewed the bids received, and has determined that the bid submitted by Beheler Excavating, in the amount of \$60,103.00 is the lowest and best bid.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Delaware County Commissioners, State of Ohio, as follows:

Section 1. The Board of Commissioners authorizes executing an agreement between Delaware County Commissioners and Beheler Excavating in an amount of \$60,103.00.

Section 2. This resolution shall take effect and be in force immediately after its passage.

AGREEMENT FORMS

THIS AGREEMENT made this 10th day of March, 2008, by and between, Beheler Excavating hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner". WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the DRAINAGE IMPROVEMENTS- PHASE 6A (CONTRACT NO. 2007-01)

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as followed:

The proposed work includes the removal and replacement of 250' of 18" storm sewer, manhole & catch basin reconstruction and existing asphalt pavement replacement.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum Sixty Thousand One Hundred and Three (Dollars) \$60,103.00 subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio: a partnership consisting of N/A: and individual trading as N/A.
2. Supply principal items of Contract such as electrical, concrete, signs, caution tape and other items needed..

ARTICLE 3. Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be

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- created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.4 If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.
- 4.5 Contractor certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-272

IN THE MATTER OF APPROVING OHIO REGIONAL DEVELOPMENT CORPORATION FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) FOR HOUSING REHABILITATION SPECIALIST, ADMINISTRATIVE AND LEAD HAZARD CONTROL CONSULTING SERVICES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, Delaware Revolving Loan Fund would provide funding for Home Repairs for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware County Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County Commissioners approved on Resolution #07-1451 in the amount of \$75,000 in County’s RLF funds to be used for Home Repairs of 7+ units, and \$25,000 in Program Income to be use for off-site infrastructure for Habitat, and

WHEREAS, Ohio Regional Development Corporation, has submitted qualifications and a proposal to provide housing rehabilitation specialist, administrative and lead hazard control consulting services to the County for the 2008 DCHIP Program.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- Section 1. That the Delaware County Board of Commissioners determine that on the basis of price and experience and the proposal submitted, Ohio Regional Development Corporation, submitted the lowest and best bid to provide housing rehabilitation specialist, administrative consulting and lead hazard control services for the DCHIP.
- Section 2. That this Resolution shall take effect and be in force immediately after passing.

AGREEMENT TO PROVIDE SERVICES TO
DELAWARE COUNTY

HOUSING REHABILITATION SPECIALIST

Recognizing that Delaware County has been approved to use RLF and Program Income to fund Delaware

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Community Housing Improvement Program, and that the County will need the services of a Housing Rehabilitation Specialist to provide specialized professional and technical service, the Ohio Regional Corporation will provide the following:

Our Housing Rehabilitation Specialist(s) would perform the following duties:

- Specialist will hold a license for Lead Risk Assessment.
- Perform preliminary inspections of selected dwellings to establish rehabilitation viability.
- Schedule inspections for lead paint, plumbing, and furnaces as needed.
- Undertake a “walk-through” of the projects with selected contractors.
- Provide the County’s Housing Rehabilitation staff and officials with written specifications and cost estimates for designated Home Repair projects.
- Conduct contractor tours of proposed projects.
- Review contractor bids and submit the “lowest and best” bid recommendation on each.
- Conduct interim inspections to assure work is being properly undertaken including all Lead Hazard Reduction activities and progress payments are justified for all projects.
- Inform the County of any contractor in non-compliance with contract specification(s), and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the County retains sole authority to suspend a contractor.
- Undertake clearance testing for Lead Hazard final inspection and authorize final payments on all projects, including punch list.
- Approve all contractor requests for payment
- Process all change orders
- Provide the County with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations.
- Be available for telephone consultation at appropriate and convenient times.
- Meet as needed with homeowners, contractors and County staff to provide documentation/information for dispute resolution, if needed.
- Provide County staff with technical updates, documents, and materials relative to Rehabilitation standards.

Time of Performance

The time frame for services would coincide with the grant period.

Compensation

FEE SCHEDULE

Home Repair Units

The cost for services for Ohio Regional Development Corporation, ORDC, to complete the above described projects would be 45% of the allowable soft costs at \$85 dollars per hour for each Home Repair project. This will include office time for write ups, consultations, telephone calls, on-site inspections, and travel time connected with the project. These rates include the cost of operation such as employee benefits, office supplies, telephone, travel, etc.

Further Explanation of Charges

Example:

1 unit at the cost of \$8,000
Allowable Soft Costs = \$1,760
45% of Soft Cost = \$792

ORDC would charge \$792 for rehabilitation services for this unit. The validation of this cost would be broken down per hour. \$85 per hour for 10 hours, however not to exceed the charge of \$792. In most cases, more than 10 hours would be spent by the Rehab Specialist on a home repair; however ORDC will not exceed the charge of 45% of the allowable soft cost per project.

Habitat for Humanity

There will be no reimbursement to ORDC for services completed related to Habitat for Humanity activities.

These rates include the costs of operation such as employee benefits, office supplies, telephone, travel, etc.

The costs quoted in this agreement are based upon time spent on the project, including office time for write-ups, consultations, telephone calls, on-site inspections and travel time connected with the project.

Governmental Regulations

The Consultant will be bound by the various State and Federal regulations as they relate to the Scope of Services tendered herein.

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Termination of Contract

If, through any cause, The Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract, or, if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the Local Public Agency shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination, and, specifying the effective date of such termination, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this contract shall, at the option of the Local Public Agency, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency, by virtue of any breach of the contract by the Consultant, and the Local Public Agency may withhold any payments to the consultant for the purpose of set-off until such time as the exact amount of damages owed due the Local Public Agency from the Consultant can be determined.

Either party may terminate the agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event, all finished and unfinished documents, and other materials shall, at the option of the Local Public Agency, become its property. If the agreement is terminated by the Local Public Agency as provided herein, the Consultant shall be paid an amount based on the time and expenses incurred by the Consultant prior to the effective date of such termination.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-273

IN THE MATTER OF APPROVING THE PURCHASE OF A NEW MEDIC UNIT AND COT FOR
DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

It was moved by Mr. Ward, seconded by Mr. Evans, to adopt the following Resolution:

WHEREAS, the Board of County Commissioners desire to ensure the continued emergency medical coverage for our citizens reside in Delaware County, and

WHEREAS, an additional Medical vehicle for Delaware County EMS is required to ensure that a sufficient number of vehicles are maintained to provide daily coverage, and

WHEREAS, the County conducted reviews of apparatus offered on State Bid; and

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the purchase and accompanying Purchase Order for a 2008 Ford E-450 ambulance from Horton Ambulance, Inc at a cost not to exceed \$132,905.07, and the purchase and accompanying Purchase Order for a model 28-Z cot, as specified, from Penn Care at a cost not to exceed \$4,808.20.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-274

IN THE MATTER OF APPROVING THE PURCHASE OF EQUIPMENT FOR IMPLEMENTING
ELECTRONIC REPORTING FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

It was moved by Mr. Evans, seconded by Mr. Ward, to adopt the following Resolution:

WHEREAS, the Board of County Commissioners desire to ensure the efficient delivery of emergency medical coverage for our citizens who reside in Delaware County, and

WHEREAS, electronic patient care reporting and mobile data terminals will improve the efficiency of the data collected and services currently provided, and

WHEREAS, the County conducted reviews of equipment available; and

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the purchase of the equipment approved by the Delaware County Data Processing Board, Request ID #250., at an expense not to exceed \$94,176.00.

THEREFORE BE IT FURTHER RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the necessary Purchase Order from account # 40111402 to MobileTek Consulting, a state-term

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authorized agent.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-275

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Jerry Kochheiser is being promoted to the position of Lieutenant at Medic 3; effective March 11, 2008.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-276

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

- WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards. And;
- WHEREAS, the appointing authority for the procurement card being, Judge Krueger Common Pleas Court has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Judge Krueger
Office/Department:	Common Pleas Court
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	50
Name on Card 1:	Linda Kiser

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-277

IN THE MATTER OF APPROVING CHANGE ORDER # 03-001 FOR BID PACKAGE 3 – PLUMBING FOR THE TENANT IMPROVEMENTS: 2081 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:

It was moved by Mr. Ward, seconded by Mr. Evans to approve change order #03-001 for Bid Package 3 – Plumbing:

Scioto Mechanical Services, Inc.

Original Contract	\$	85,200.00
Amount previously approved	\$	0.00
Change Order 001	\$	14,355.00
Revised Contract Amount	\$	99,555.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-278

IN THE MATTER OF APPROVING CHANGE ORDER # 03-003 FOR BID PACKAGE 3 – PLUMBING FOR THE TENANT IMPROVEMENTS: 2081 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:

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It was moved by Mr. Ward, seconded by Mr. Evans to approve change order #03-003 for Bid Package 3 – Plumbing:

Scioto Mechanical Services, Inc.

Original Contract	\$	85,200.00
Amount previously approved	\$	15,865.00
Change Order 003	\$	7,905.00
Revised Contract Amount	\$	108,970.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-279

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO ARROW UNIFORM FOR UNIFORM RENTAL SERVICES FOR DELAWARE COUNTY:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

WHEREAS, Delaware County received four bids for uniform rental services for Delaware County on February 25, 2008. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Arrow Uniform has been determined to be the lowest and best bid for uniform rental services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Arrow Uniform for uniform rental service for Delaware County.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-280

SETTING BID OPENING DATE AND TIME FOR LANDSCAPE MAINTENANCE AND LAWN CARE FOR THE DELAWARE COUNTY, RUTHERFORD B. HAYES SERVICES BUILDING, 140 NORTH SANDUSKY STREET:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

PUBLIC NOTICE
INVITATION TO BID
ITB #08-02 – 140 LANDSCAPE MAINTENANCE

Notice to bidders are posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, March 31, 2008**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for landscape maintenance and lawn care for the Delaware County, Rutherford B. Hayes Services Building, 140 North Sandusky Street.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$250 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or at the Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Landscape Maintenance for 140 N. Sandusky St." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-281

SETTING DATE AND TIME FOR A REQUEST FOR PROPOSALS FOR GOVERNMENTAL PROCUREMENT CARDS FOR DELAWARE COUNTY, OHIO:

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It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

PUBLIC NOTICE
REQUEST FOR Proposals
Governmental Procurement Cards
DELAWARE COUNTY, OHIO
BOARD OF COMMISSIONERS

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Current Bids or may be obtained from Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio during normal business hours

The Delaware County Commissioners and Delaware County Auditor wish to receive proposals from issuers of procurement cards to provide services and supply procurement cards pursuant to the Ohio Revised Code Section 301.29.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

Proposals will be received at the Delaware County Commissioners’ Office, Attention: Mr. Jon Melvin, Facilities Supervisor, 101 North Sandusky Street, Delaware, Ohio 43015 until **4:00 p.m. on Monday, March 31, 2008**. One (1) original and five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-282

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Supplemental Appropriation

66611903-5450 OECC/Capital Improvements Upgrade of Clarifiers \$ 155,000.00

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-283

IN THE MATTER OF APPROVING THE AGREEMENT AND NOTICE TO PROCEED FOR THE REPAIR OF THE SOUTH CLARIFIERS AT THE OLENTANGY ENVIRONMENTAL CONTROL CENTER BY AMERITCON INCORPORATED:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

WHEREAS the Division of Environmental Services has solicited bids to upgrade the South Clarifiers at the Olentangy Environmental Control Center (OECC), and

WHEREAS Ameritcon Incorporated of Dayton, Ohio has been identified as the lowest and best bid and has been issued the Notice of Award, and

WHEREAS the staff from Environmental Services has evaluated Ameritcon Incorporated’s bid for its conformance to the contract documents, and

WHEREAS the Environmental Service has determined Ameritcon Incorporated’s bid conforms to the contract documents, and

WHEREAS Environmental Services recommends execution of the agreement for the upgrade of the South Clarifiers to Ameritcon Incorporated of Dayton, Ohio.

THEREFORE be it resolved that the Board of County Commissioners execute the agreement and Notice to Proceed for the upgrade of the South Clarifiers at the Olentangy Environmental Control Center by Ameritcon Incorporated of Dayton, Ohio.

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FURTHERMORE Let it be resolved that the Board of County Commissioner's approve the following purchase order:

1. \$151,630.00 from Org Key 66611903 - 5450 for OECC South Clarifier upgrades to Ameritcon Incorporated of Dayton, Ohio.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08 -284

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY REGIONAL SEWER DISTRICT
OLENTANGY ENVIRONMENTAL CONTROL CENTER CENTRIFUGE DEWATERING SYSTEM
IMPROVEMENTS:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve The Delaware County Regional Sewer District Olentangy Environmental Control Center Centrifuge Dewatering System Improvements.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-285

**SETTING BID OPENING DATE AND TIME FOR THE DELAWARE COUNTY REGIONAL SEWER
DISTRICT OLENTANGY ENVIRONMENTAL CONTROL CENTER CENTRIFUGE DEWATERING SYSTEM
IMPROVEMENTS:**

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

ADVERTISEMENT FOR BIDS

DELAWARE COUNTY REGIONAL SEWER DISTRICT
OLENTANGY ENVIRONMENTAL CONTROL CENTER
CENTRIFUGE DEWATERING SYSTEM IMPROVEMENTS
CONTRACT NOS. DCRSD 08-1G, 08-1H, 08-1P, 08-1E

Sealed Bids for the construction of the Olentangy Environmental Control Center (OECC) Centrifuge Dewatering Facility Improvements will be received by the Delaware County Board of County Commissioners, at the office of the Delaware County Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio, 43015, until **2:00 p.m. Local Time on April 21st, 2008, at** which time they will be publically opened and read aloud. The project consists of the construction of a new centrifuge dewatering facility including a new building, one in-line grinder, two centrifuge feed pumps, two polymer blender/feeders, a dewatering centrifuge, an inclined screw conveyor, and two belt conveyors with all associated sitework, HVAC, plumbing, instrumentation and controls, and electrical Work. Engineer's estimate for the project is \$ 3,100,000.00.

Separate Bids will be received on Contract No. DCRSD 08-1G - General, Contract No. DCRSD 08-1H - HVAC, Contract No. DCRSD 08-1P - Plumbing, and Contract No. DCRSD 08-1E - Electrical. Bids shall be on a lump sum and unit price basis for Contract No. DCRSD 08-1G, and on a lump sum basis for Contract No. DCRSD 08-1H, Contract No. DCRSD 08-1P, and Contract No. DCRSD 08-1E.

Bidding Documents may be examined at the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015, at the office of F.W. Dodge, Division of McGraw Hill, 1175 Dublin Road, Columbus, Ohio 43215, and the office of Malcolm Pirnie, Inc., 1900 Polaris Parkway, Columbus, Ohio 43240-2020, Phone (614) 888-4953. Copies of the Bidding Documents may be purchased from Key Companies, 195 East Livingston Avenue, Columbus, Ohio 43215, (614) 228-3285, or via www.plankey.com upon payment of \$175.00 for each set, none of which is refundable. Checks for Bidding Documents shall be made payable to Malcolm Pirnie, Inc. The document packet will include one full-size set of Drawings with printed Project Manual, the Bid Submittal Document, and one CD-Rom set containing PDF files of the Drawings and Project Manual, for viewing and printing. The Drawings may be viewed at no cost at www.plankey.com. At Bidder's request, a printed copy of a geotechnical report is available for an additional non-refundable cost of \$10.00. Checks for the geotechnical report shall be made payable to Malcolm Pirnie, Inc. No refunds will be made. Partial sets of Bidding Documents will not be available. Neither the Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including any addenda, obtained from other sources.

Advertisements for Bids will be published on March 14th, 2008 and March 21st, 2008 in the Delaware Gazette and will be continuously posted on the Delaware County Website (www.co.delaware.oh.us)

Prospective Bidders may send questions to Peter Kube, P.E., at Malcolm Pirnie, Inc., 513-677-6856 (pkube@pirnie.com).

A mandatory pre-Bid conference will be held **on March 27th, 2008 at 10:00 a.m. in** the Administration Building Conference Room at the Delaware County Olentangy Environmental Control Center located at 10333 Olentangy

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River Road, Powell, Ohio 43065.

Bid security shall be provided in accordance with Article 10 of the Instructions to Bidders.

Bidders shall provide proof of qualifications to perform the Work as described in Article 5 of the Instructions to Bidders.

Contract time of commencement and completion will be in accordance with Article 4 of the Agreement.

The Board of County Commissioners reserves the right to reject any and all Bids or to increase or decrease or omit any item or items and/or award to the lowest and best Bidder.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-286

IN THE MATTER OF APPROVING THAT THE DIRECTOR OF ENVIRONMENTAL SERVICE BE DESIGNATED THE SANITARY ENGINEER FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Whereas for the purpose of preserving and promoting the public health and welfare, the Board of Delaware County Commissioners established a Sewer District in accordance with the Ohio Revised Code (ORC)Section 6117, and

Whereas pursuant to ORC 6117.01 8) B), the Board of Commissioner’s may employ a Professional Engineer to be the Sanitary Engineer for the Sewer District, and

Whereas the designated Sanitary Engineer is responsible for providing the duties as described in Ohio Revised Code Section 6117, and

Whereas those duties include but are not limited to the proper planning, design, operation and management of the sewer district’s infrastructure including sewers, pump stations, force mains and treatment facilities, and

Whereas the Board of County Commissioners and the organizational structure of the Delaware County Regional Sewer District requires the Director of Environmental Services to be responsible for and insure that the duties as detailed in ORC Section 6117 are performed with due diligence to preserve and promote public health and welfare, and

Whereas the current Director of Environmental Services is a licensed Professional Engineer with the State of Ohio.

Therefore be it resolved that the Director of Environmental Service be designated the Sanitary Engineer for the Delaware County Regional Sewer District.

Furthermore be it resolved that Jack Smelker be transferred to the position of Technical Advisor and Tiffany Jenkins and Eric Kletrovetz be promoted to the position of Lead Project Engineer.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-287

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND LAND ACQUISITION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:10AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-288

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 11:33AM.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners