

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 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

RESOLUTION NO. 08-1063

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM
REGULAR MEETING HELD SEPTEMBER 4, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL
ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the
proceedings from regular meeting held September 4, 2008 as contained in the county’s official electronic
recordings of the proceedings.

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

RESOLUTION NO. 08-1064

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW
CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0905:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of
warrants in batch numbers CMAPR0905, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Kindercare Learning Center	Day Care	22411610-5348	\$ 10,000.00
Delaware Area Career Center	One Stop Fair Share	22311611-5348	\$ 36,757.00
Increases			
Bound Tree Medical	EMS Supplies	10011303-5201	\$ 4,500.00
Nextel Communications	Service	10011303-5330	\$ 3,000.00
AEP	Electric Service	21411306-5338	\$ 5,000.00
Family & Children First Council	Help Me Grow	22411601-5348	\$ 30,772.29
Delaware Area Career Center	TANF Program	22411601-5348	\$ 15,000.00
Todays Learning Child	Day Care	22511601-5348	\$ 2,000.00
Delaware Cab	Client Transportation JFS	22411601-5355	\$ 25,000.00
JFS Utilities	Utilities Program	22411602-5348	\$ 5,000.00
Decreases			
Ohio Edison	Electric Service	21411306-5338	\$ 5,000.00
Vouchers			
State of OH Treasurer	Crippled Childrens Fund	1011102-5319	\$ 31,298.73
Northwestern OH Security	Security System/One Stop	40111402-5410	\$ 5,338.50
Northwestern OH Security	Access Control/One Stop	40111402-5410	\$ 7,567.00
Sure Sign	Signage/Willis Bldg.	40411412-5410	\$ 10,750.50
City of Delaware	Municipal Prosecutor	10011102-5301	\$ 12,255.00
Trident Group	Security	10011102-5301	\$ 10,163.67
AEP	Walker Woods	66290402-5338	\$ 32,208.71
Schmidt Mechanical	Water Main /Willis Bldg	60111901-5370	\$ 15,056.78
2K General Company Inc.	Repairs /Willis	60111901-5370	\$ 5,043.00
GovConnection, Inc.	Mobile Data Terminals	21511318-5260	\$ 81,250.00
City of Delaware	2nd. Quarter 2008 EMS Runs	10011303-5345	\$ 134,931.00
Aaron & Melissa Woody	Adoption Assistance	22511607-5350	\$ 6,000.00
Kindercare 10655 Sawmill	Day Care	22411610-5348	\$ 5,930.04
Del. Union Educ. Serv. Cntr.	Super Camp	22411601-5348	\$ 46,629.54
LHS Family & Youth Services	Residential Treatment	22511607-5342	\$ 10,770.00
The Village Network	Residential Treatment	22511607-5342	\$ 84,913.80
Techskills	Tuition/Matthews	22311611-5348	\$ 5,200.00
Memo Transfer Vouchers			
From	To		
CSEA	Commissioners	Sept. 2008 Rent	\$ 7,520.17
23711630-5335	10011101-4233		
CSEA	Commissioners	Aug. 2008 Rent	\$ 7,520.17
23711630-4233	10011101-4233		

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

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RESOLUTION NO. 08 -1065

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Environmental Services Department is requesting that Chad Antle attend a Leveraging GIS for Better Utility Planning and Management Seminar in Columbus, Ohio September 10, 2008, at the cost of \$25.00.

The Department of Job and Family Services is requesting that Christie Burke, Pattie Clements, Joey Cotter, Anetrice Sanders, Karen Cohen, Michelle Leighty, Ashley Wyatt and Shannon Cox attend an Interviewing Children and Preparing for Court Training in Columbus, Ohio September 20-24, 2008, at the cost of \$1,500.00.

Juvenile Court is requesting that Marilyn Kinniard and Jackie Miley attend an Ohio CSEA Fall Conference in Dublin, Ohio September 19, 2008, at the cost of \$220.00.

Juvenile Court is requesting that Sharon McCollister attend an Ohio CSEA Fall Conference in Columbus, Ohio September 19, 2008, at the cost of \$10.00.

The Environmental Services Department is requesting that Eric Kletrovetz attend a Pump Station Operation and Maintenance Seminar in Lancaster, Ohio September 9, 2008, at the cost of \$20.00.

The Engineer’s Office is requesting that William Stillions attend a 2008 PLSO Fall Conference in Mason, Ohio October 9-10, 2008, at the cost of \$515.00.

The Administrative Services Department is requesting that Lisa Iannotta attend an Employment Law Training in Columbus, Ohio September 24, 2008, at the cost of \$204.00.

The 911 Department is requesting that Kathy Jewell attend a Suicide Intervention Class in Dublin, Ohio September 8, 2008, at the cost of \$135.00.

The 911 Department is requesting that Kathy Price and Aaron Robbins attend a Terrorist Threat to Our Schools Training in Westerville, Ohio October 17, 2008, at the cost of \$70.00.

The Administrative Services Department is requesting that Brad Euans attend a BWC Forum on Self-Insurance in Columbus, Ohio September 25, 2008, at no cost.

The Child Support Enforcement Agency is requesting that Teresa Farlee, Kelly Mills, Pat Church, Adeana Gray and Christine Dobrovich attend a Child Support Fall Conference in Columbus, Ohio September 18-19, 2008, at the cost of \$550.00.

The Prosecutor’s Office is requesting that Kyle Rohrer attend an Ohio Prosecuting Attorneys Association Fall Conference in Cleveland, Ohio September 25-26, 2008, at the cost of \$719.43.

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

RESOLUTION NO. 08-1066

IN THE MATTER OF CHANGING THE LOCATION OF THE MONDAY SEPTEMBER 15TH, 2008, COMMISSIONERS’ SESSION TO THE DELAWARE COUNTY FAIRGROUNDS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve changing the location of the Monday September 15th, 2008, Commissioners’ Session to the Delaware County Fairgrounds. (Stage By Coliseum).

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

RESOLUTION NO. 08-1067

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSION FOR THURSDAY SEPTEMBER 18TH, 2008:

It was moved by Mr. Ward, seconded by Mr. Evans to cancel the Commissioners’ Session for Thursday September 18th, 2008.

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

RESOLUTION NO. 08-1068

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SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE
BROOKVIEW WATERSHED DITCH PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on November 1st, 2004, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Brookview Ditch project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer notified the Commissioners that the plans, reports, and schedules for the construction of the Brookview Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **Monday the 3rd day of November, 2008, at 7:30 PM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 08-1069

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION FOR 1.604 ACRES OWNED BY MIRA BUILDING AND DEVELOPMENT CO. LTD. AND A 0.799 ACRE EASEMENT OWNED BY NORTH ORANGE DEVELOPMENT, LLC.:

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

Ditch Maintenance Petition-1.604 Acres Owned By Mira Building And Development Co. Ltd. And A 0.799 Acre Easement Owned By North Orange Development, Llc.

We the undersigned owners of 1.604 acres transferred to Mira Building & Development Co. Ltd., in O.R.V. 852, page 1579 in Orange Township, Delaware County, Ohio and an easement on a portion of North Orange Development, LLC in O.R.V. 749, Page 720 in Orange Township, Delaware County, Ohio propose to construct drainage improvements on the aforementioned lot, as well as within a 0.799 acre easement across part of an original 35.781 acre tract of land described in deed to North Orange Development, LLC in O.R.V. 749, Page 720. The Required drainage easement for these improvements are *attached* (available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “A” (available at the County Engineer’s Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the 1.604 acre lot and the original 35.781 acre tract deeded to North Orange Development, LLC to cover the of current and future maintenance of the improvements.

We (Mira Building And Development Co. Ltd. And North Orange Development, Llc.) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (Mira Building And Development Co. Ltd. And North Orange Development, Llc.) have provided the appropriate easements for the drainage maintenance. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$25,481.40 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “B”. The drainage improvements are being constructed for the benefit of the 1.604 acre lot and an additional 5.860 acres of future development. An annual maintenance fee equal to 2% of the total cost of the drainage improvement will be collected for each lot tributary to the detention basis . The total annual drainage maintenance fee for this development is 509.63. The Developed commercial lot of 1.604 acres and the additional 5.860 acres of future development will receive Benefit (cost) of the project on a percentage basis as follows: 53% (\$270.10) to Mira Building And Development Co. Ltd. And 47% (\$239.53) to North Orange Development, Llc. This percentage is based on the detention volume required for both property owners as determined by a hydrology analysis of developed conditions.

We understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots tributary to the detention basis in the amount of \$509.63 has been paid to Delaware County. \$270.10 by Mira Building And Development Co. Ltd. And \$239.53 by North Orange Development, Llc.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

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RESOLUTION NO. 08-1070

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

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

Permit #	Applicant	Location	Type of Work
U08-091	WOW	ESTATES OF WOODSTONE	PLACE CABLE IN ROW
U08-092	WOW	WILLOW SPRINGS	PLACE CABLE IN ROW
U08-093	WOW	VILLAGES @ ALUM CREEK	PLACE CABLE IN ROW
U08-094	WOW	BRYN MAWR @ DELAWARE	PLACE CABLE IN ROW
U08-095	WOW	THE SHORES	PLACE CABLE IN ROW
U08-096	WOW	LAKESHORE	PLACE CABLE IN ROW

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

RESOLUTION NO. 08-1071

IN THE MATTER OF ACCEPTING THE FY2007 PUBLIC SAFETY INTEROPERABILITY COMMUNICATIONS GRANT:

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

WHEREAS, the Ohio Emergency Management Agency offered a competitive grant that was awarded to interoperable communications projects, and;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management submitted an application via resolution 07-1238 on behalf of the County, the City of Dublin, and the City of Worthington, and;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management was awarded the grant with a total project cost of \$1,911,250.00 and;

WHEREAS, the grant will promote interoperable communications on a regional level, increase system capacity in a large scale emergency, and provide a backup for the county communications system;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby accept the FY2007 Public Safety Interoperability Communications Grant.

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

RESOLUTION NO. 08-1072

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 to 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 the Board of Commissioners 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: Board of Commissioner
Office/Department: Facilities Management

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Daily spending per card: \$1,000
Monthly spending per card: \$5,000
Single transaction limit: \$ 250
Daily number of transactions per card: 5
Monthly number of transactions per card: 50

Name on Card 1: Jeff Bowen

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

RESOLUTION NO. 08-1073

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 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 March 1, 2008 – August 31, 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. 08-1074

IN THE MATTER OF ACCEPTING THE BID AND APPROVING THE CONTRACT WITH CUTTING EDGE
FOR CDBG FORMULA 2007 VILLAGE OF ASHLEY WATER & SEWER FACILITIES PROJECT:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding is available in the amount \$40,700 from CDBG FY 07 fund, \$9,300 from Delaware County Revolving Loan Fund (RLF), and the engineering cost to be paid by the Village of Ashley, and

WHEREAS, the project was bid out and bids were received August 28, 2008; and

WHEREAS, the Engineer for the Village, has reviewed the bids received, and has determined that the bid submitted by Cutting Edge, in the amount of \$30,054.00 is the lowest and best bid.

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 Board of Commissioners authorizes an agreement between Delaware County Commissioners and Cutting Edge in an amount of \$30,054.00.

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

CONTRACT

THIS AGREEMENT made this 8th day of September 2008, by and between, Cutting Edge hereinafter called the

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"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 installing 6-6-inch gate valves and 6-4-inch gate valves and pavement replacement.

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

The proposed work includes installing 6-6-inch gate valves and 6-4-inch gate valves and pavement replacement, site restoration, traffic control, and mobilization/demobilization.

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 of up to Thirty Thousand Fifty-Four Dollars and 00Cents (Dollars) \$30,054.00 base bid with alternates 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 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

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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.
- 4.6 The contractor shall indemnify and hold harmless the county, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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 the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

RESOLUTION NO. 08-1075

**IN THE MATTER OF ACCEPTING THE BID AND APPROVING THE CONTRACT WITH DECKER
CONSTRUCTION FOR CDBG FORMULA 2007 VILLAGE OF OSTRANDER STREET IMPROVEMENTS:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding is available in the amount \$42,600 from CDBG FY 07 fund, \$9,800 from Delaware County Revolving Loan Fund (RLF), and the engineering and cost about the CDBG and RLF to be paid by the Village of Ostrander, and

WHEREAS, the project was bid out and bids were received August 28, 2008; and

WHEREAS, the Engineer for the Village, has reviewed the bids received, and has determined that the bid submitted by Decker Construction, in the amount of \$73,614.60 is the lowest and best bid.

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 Board of Commissioners authorizes an agreement between Delaware County Commissioners and Decker Construction in an amount of \$73,614.60.

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

CONTRACT

THIS AGREEMENT made this 8th day of September 2008, by and between, Decker Construction 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 street repaired are 650 L.F. asphalt concrete, 250 L.F. pavement repairs and 150 L.F. pavement removal(butt joints. The street area to be addressed is Third St. from North to Loveless.

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

The proposed work includes street repair of 650 L.F. asphalt concrete, 250 L.F. pavement repairs, 150 L.F. pavement removal (butt joints), traffic control, and mobilization.. The street area to be addressed is Third St. from North to Loveless Street.

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 of up to Seventy-Three Thousand Six Dollars Fourteen Dollars and 60/Cents \$73,614.60 base bid with alternates subject to additions and deductions as provided in Section 109 hereof.

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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 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.
- 4.6 The contractor shall indemnify and hold harmless the county, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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 the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

RESOLUTION NO. 08-1076

**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 FOR PENDING OR IMMINENT**

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LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:25AM.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-1077

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 10:07AM.

Vote on Motion	Mr. Jordan	Aye	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