

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-62

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 20, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 20, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 09-63

DELAWARE COUNTY DISTRICT LIBRARY-LEVY DISCUSSION

It was moved by Mr. Thompson, seconded by Mr. Hanks to approve Library Levy Discussion.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-64

IN THE MATTER OF PROCLAIMING JANUARY 26, 2009 AS DELAWARE ROTARY DAY THROUGHOUT DELAWARE COUNTY:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, The Rotary Club of Delaware, founded in 1928 in Delaware, Ohio, as an affiliate of Rotary International, is celebrating its 80th anniversary; and

WHEREAS, The Rotary Club of Delaware is part of the world's largest non-profit service organization; and

WHEREAS, Rotary International consists of 1.2 million Rotary club members, comprised of professional and business leaders in 33,000 clubs in 200 countries and geographic areas; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

WHEREAS, Rotary International in 1985 launched Polio Plus and spearheaded efforts with the World Health Organization, U.S Centers for Disease Control and Prevention, and UNICEF to immunize the children of the world against polio; and

WHEREAS, Rotary is the world's largest privately-funded source of international scholarships and promotes international understanding through scholarships, exchange programs and humanitarian grants; and

WHEREAS, 7,000 secondary-school students each year experience life in another country through Rotary's Youth Exchange Program; and

WHEREAS, The Rotary Club of Delaware has 126 members who convene weekly for food, fellowship, and education, and whose membership raises funds and provides service to help improve the Delaware community and abroad; and

WHEREAS, Delaware Rotarians have contributed more than \$75,000 in the past six years to support the construction of a Habitat for Humanity House, the Delaware Skate Park, literacy initiatives, water conservation and medical supplies for the Free Clinic; and

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WHEREAS, the Delaware Rotary Club service projects include Adopt-a-Highway, tree seedling give-away, Four Way speech contest, Delaware Fair ushering, sponsoring students for the Ethics conference, and hosting in-bound youth exchange students and group study exchange team members; and

WHEREAS, 93 Rotarians have earned Paul Harris status, through personal financial contributions, and 2 club members have served as Governor of District 6690;

Therefore Be it Resolved the Delaware County Commissioners of the State of Ohio, do hereby proclaim January 26, 2009 as Delaware Rotary Day throughout Delaware County, and encourage all citizens to join in recognizing the Delaware Rotary Club for its 80 years of service to improving the human condition throughout Delaware County and around the world.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-65

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0121, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0121:

It was moved by Mr. Thompson, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0121, memo transfers in batch numbers MTAPR0121 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290306 - 5270	\$1,000.00	0001
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290307 - 5270	\$500.00	0002
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290308 - 5270	\$2,000.00	0003
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290309 - 5270	\$1,000.00	0004
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290310 - 5270	\$1,000.00	0005
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290313 - 5270	\$500.00	0006
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290315 - 5270	\$500.00	0007
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290318 - 5270	\$2,000.00	0008
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290406 - 5270	\$5,000.00	0009
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290407 - 5270	\$7,500.00	0010
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290408 - 5270	\$1,000.00	0011
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290409 - 5270	\$1,000.00	0012
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290410 - 5270	\$2,500.00	0013
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290411 - 5270	\$5,000.00	0014
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290412 - 5270	\$1,000.00	0015
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290413 - 5270	\$1,000.00	0016
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290606 - 5270	\$1,000.00	0017

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R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290607 - 5270	\$1,000.00	0018
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290608 - 5270	\$1,000.00	0019
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290609 - 5270	\$1,000.00	0020
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290610 - 5270	\$1,000.00	0021
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290707 - 5270	\$2,000.00	0022
R0901991	ITT FLYGT CORPORATION	PARTS TO MAINTAIN EXISTING EQUIPMENT	66291006 - 5270	\$500.00	0023
R0902000	KEMIRA WATER SOLUTIONS INC	CHEMICALS - FERRIC CHLORIDE	66290302 - 5290	\$15,000.00	0001
R0902031	K O K PRODUCTS INC	HYPOCHLORITE	66290302 - 5290	\$15,000.00	0001
R0902031	K O K PRODUCTS INC	HYPOCHLORITE	66290402 - 5290	\$1,500.00	0002
R0902036	KOMLINE SANDERSON ENGINEERING CORP	SPARE PARTS FOR PRESS AND GBT	66290302 - 5270	\$500.00	0001
R0902036	KOMLINE SANDERSON ENGINEERING CORP	SPARE PARTS FOR PRESS AND GBT	66290402 - 5270	\$5,000.00	0002
R0902057	KINZUA ENVIRONMENTAL	GREASE IMULSIFICATION	66290306 - 5290	\$4,000.00	0001
R0902057	KINZUA ENVIRONMENTAL	GREASE IMULSIFICATION	66290406 - 5290	\$3,000.00	0002
R0902057	KINZUA ENVIRONMENTAL	GREASE IMULSIFICATION	66290606 - 5290	\$2,000.00	0003
R0902057	KINZUA ENVIRONMENTAL	GREASE INULSIFICATION	66290706 - 5290	\$1,000.00	0004
R0902076	LOEB ELECTRIC CO	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290306 - 5201	\$5,000.00	0001
R0902076	LOEB ELECTRIC CO	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290406 - 5201	\$5,000.00	0002
R0902076	LOEB ELECTRIC CO	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290606 - 5201	\$1,000.00	0003
R0902076	LOEB ELECTRIC CO	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290706 - 5201	\$1,000.00	0004
R0902076	LOEB ELECTRIC CO	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290806 - 5201	\$100.00	0005
R0902076	LOEB ELECTRIC CO	PARTS TO MAINTAIN EXISTING EQUIPMENT	66290906 - 5201	\$200.00	0006
R0902076	LOEB ELECTRIC CO	PARTS TO MAINTAIN EXISTING EQUIPMENT	66291006 - 5201	\$200.00	0007
R0902090	NCL OF WISCONSIN	LAB SUPPLIES	66290304 - 5201	\$5,000.00	0001
R0902090	NCL OF WISCONSIN	LAB SUPPLIES	66290404 - 5201	\$5,000.00	0002
R0902093	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE	66290301 - 5316	\$5,200.00	0001
R0902093	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE	66290401 - 5316	\$5,200.00	0002
R0902093	TREASURER,STATE OF OHIO	DISCHARGE FEE - BENTTREE	66290801 - 5316	\$200.00	0003
R0902093	TREASURER,STATE OF OHIO	DISCHARGE FEE - HOOVERWOODS	66290901 - 5316	\$200.00	0004

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R0902093	TREASURER,STATE OF OHIO	DISCHARGE FEE - SCIOTO	66291001 - 5316	\$200.00	0005
R0902093	TREASURER,STATE OF OHIO	DISCHARGE FEE - COUNTY HOME	66290401 - 5316	\$200.00	0006
R0902093	TREASURER,STATE OF OHIO	SLUDGE FEE	66290301 - 5316	\$1,500.00	0007
R0902093	TREASURER,STATE OF OHIO	SLUDGE FEE	66290401 - 5316	\$2,500.00	0008
R0902093	TREASURER,STATE OF OHIO	SLUDGE FEE	66291101 - 5316	\$150.00	0009
R0902097	OHIO CAT	GENERATOR MAINTENANCE AND REPAIRS	66290306 - 5328	\$5,000.00	0001
R0902097	OHIO CAT	GENERATOR MAINTENANCE AND REPAIRS	66290308 - 5328	\$1,000.00	0002
R0902097	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR	66290318 - 5328	\$1,000.00	0003
R0902097	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR	66290406 - 5328	\$5,000.00	0004
R0902097	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR	66290407 - 5328	\$2,500.00	0005
R0902097	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR	66290410 - 5328	\$1,000.00	0006
R0902097	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR	66290606 - 5328	\$500.00	0007
R0902097	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR	66290706 - 5328	\$500.00	0008
R0902099	OHIO EDISON CO	ELECTRIC SERVICE FOR TARTAN FIELDS	66290602 - 5338	\$20,700.00	0001
R0902099	OHIO EDISON CO	ELECTRIC SERVICE - CONCORD PS	66290607 - 5338	\$3,000.00	0002
R0902099	OHIO EDISON CO	ELECTRIC SERVICE - OAKS PS	66290608 - 5338	\$3,800.00	0003
R0902099	OHIO EDISON CO	ELECTRIC SERVICE - PHASE 20 PS	66290609 - 5338	\$5,000.00	0004
R0902099	OHIO EDISON CO	ELECTRIC SERVICE - TILLINGHAST PS	66290610 - 5338	\$2,100.00	0005
R0902100	POLYDYNE INC	POLYMER FOR SLUDGE	66290402 - 5290	\$30,000.00	0001
R0902100	POLYDYNE INC	POLYMER FOR SLUDGE	66290302 - 5290	\$15,000.00	0002
R0902107	PRICE FARMS ORGANICS LTD	SLUDGE TO PRICE FARMS	66290403 - 5380	\$24,500.00	0001
R0902109	REPUBLIC WASTE SERVICES INC	TRASH PICK UP	66290302 - 5338	\$4,000.00	0001
R0902109	REPUBLIC WASTE SERVICES INC	TRASH PICK UP	66290402 - 5338	\$4,000.00	0002
R0902115	SIEMENS WATER TECHNOLOGIES	BIOXIDE - ODOR CONTROL FOR LIFT STATIONS AND	66290305 - 5290	\$142,000.00	0001
R0902115	SIEMENS WATER TECHNOLOGIES	BIOXIDE - ODOR CONTROL FOR LIFT STATIONS AND	66290405 - 5290	\$165,000.00	0002
R0902115	SIEMENS WATER TECHNOLOGIES	BIOXIDE - ODOR CONTROL FOR LIFT STATIONS AND	66290605 - 5290	\$10,200.00	0003
R0902115	SIEMENS WATER TECHNOLOGIES	BIOXIDE - ODOR CONTROL FOR LIFT STATIONS AND	66290705 - 5290	\$7,000.00	0004
R0902115	SIEMENS WATER TECHNOLOGIES	BIOXIDE - ODOR CONTROL FOR LIFT STATIONS AND	66291105 - 5290	\$7,000.00	0005

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R0902118	TW TELECOM	PHONE SERVICE	66290301 - 5330	\$6,000.00	0001
R0902118	TW TELECOM	PHONE SERVICE	66290401 - 5330	\$6,000.00	0002
R0902159	OHIO UTILITIES PROTECTION	YEARLY BILLING	66290301 - 5301	\$4,000.00	0001
R0902159	OHIO UTILITIES PROTECTION	YEARLY BILLING	66290401 - 5301	\$4,000.00	0002
R0902187	SAFETY SOLUTIONS	TAXABLE CLOTHING ITEMS	66290302 - 5224	\$1,500.00	0001
R0902187	SAFETY SOLUTIONS	PERSONAL PROTECTIVE EQUIPMENT	66290302 - 5225	\$2,500.00	0002
R0902187	SAFETY SOLUTIONS	TAXABLE CLOTHING ITEMS	66290402 - 5224	\$1,500.00	0003
R0902187	SAFETY SOLUTIONS	PPE - SAFETY BOOTS, GLOVES, EAR PLUGS ETC	66290402 - 5225	\$2,500.00	0004
R0902187	SAFETY SOLUTIONS	TAXABLE CLOTHING ITEMS	66290602 - 5224	\$200.00	0005
R0902187	SAFETY SOLUTIONS	PPE - SAFETY BOOTS, GLOVES, EAR PLUGS ETC	66290602 - 5225	\$300.00	0006
R0902187	SAFETY SOLUTIONS	TAXABLE CLOTHING ITEMS	66290702 - 5224	\$200.00	0007
R0902187	SAFETY SOLUTIONS	PPE - SAFETY BOOTS, GLOVES, EAR PLUGS ETC	66290702 - 5225	\$300.00	0008
R0902187	SAFETY SOLUTIONS	TAXABLE CLOTHING ITEMS	66290802 - 5224	\$75.00	0009
R0902187	SAFETY SOLUTIONS	PPE - SAFETY BOOTS, GLOVES, EAR PLUGS ETC	66290802 - 5225	\$125.00	0010
R0902187	SAFETY SOLUTIONS	TAXABLE CLOTHING ITEMS	66290902 - 5224	\$60.00	0011
R0902187	SAFETY SOLUTIONS	PPE - SAFETY BOOTS, GLOVES, EAR PLUGS ETC	66290902 - 5225	\$90.00	0012
R0902187	SAFETY SOLUTIONS	TAXABLE CLOTHING ITEMS	66291002 - 5224	\$60.00	0013
R0902187	SAFETY SOLUTIONS	PPE - SAFETY BOOTS, GLOVES, EAR PLUGS ETC	66291002 - 5225	\$90.00	0014
R0902187	SAFETY SOLUTIONS	TAXABLE CLOTHING ITEMS	66291102 - 5224	\$60.00	0015
R0902187	SAFETY SOLUTIONS	PPE - SAFETY BOOTS, GLOVES, EAR PLUGS ETC	66291102 - 5225	\$90.00	0016
R0902199	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIRS	66290306 - 5328	\$5,000.00	0001
R0902199	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIRS	66290406 - 5328	\$5,000.00	0002
R0902199	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIRS	66290606 - 5328	\$1,000.00	0003
R0902199	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIRS	66290706 - 5328	\$1,000.00	0004
R0902199	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIRS	66290806 - 5328	\$500.00	0005
R0902199	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIRS	66290906 - 5328	\$500.00	0006
R0902199	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIRS	66291006 - 5328	\$500.00	0007
R0902199	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT PARTS	66290306 - 5270	\$200.00	0008
R0902199	MARION INDUSTRIAL	EQUIPMENT PARTS	66290406 - 5270	\$200.00	0009

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RESOLUTION NO. 09-66

IN THE MATTER OF APPROVING PLAT FOR THE RESERVE AT DUNCAN RUN AND DITCH MAINTENANCE PETITIONS FOR THE MARKET AT LIBERTY CROSSING, PHASE THREE AND OLENTANGY CROSSING KROGER:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Reserve At Duncan Run

Situated In The Township Of Harlem, County Of Delaware, State Of Ohio And Being Part Of Farm Lot 6, Quarter-Township 4, Township 3, Range 16 In The United State Military Lands. Being A Subdivision Of 21.988 Acres, Being All Of An Original 10.000 Acre Tract Owned By Alexandra Building Company, Ltd. As Recorded In Official Records Volume 760, Page 1403 In The Delaware County Recorder's Office, And Being All Of An Original 11.988 Acre Tract Owned By Robert L. & Joan E. Moon As Recorded In Deed Book 522, Page 769 In The Delaware County Recorder's Office. Cost \$12.00.

Ditch Maintenance Petition- Market at Liberty Crossing, Phase Three (3)

We the undersigned owners of 10.23 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Market at Liberty Crossing, Phase Three (3)** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The plat for **Market at Liberty Crossing, Phase Three (3)** has been submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" 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 "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. 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 \$99,567.33 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in their development. The developed commercial areas of 10.23 acres will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$9,732.88 per acre. An annual maintenance fee equal to 2% of this basis \$194.66 will be collected for each developed lot. I 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 in the amount of \$1,991.35 has been paid to Delaware County.

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

Ditch Maintenance Petition- Olentangy Crossing Kroger

We the undersigned owners of 40.53 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Olentangy Crossing Kroger** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The plat for **Olentangy Crossing Kroger** have been submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" 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 "C" (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 each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. 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 \$354,643.30 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in their development. The developed commercial area of 24.36 acres will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$14,558.43 per acre. An annual maintenance fee equal to 2% of this basis \$291.17 will be collected for each lot. I

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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 in the amount of \$7,092.87 has been paid to Delaware County.

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

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-67

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR ORANGE CENTRE DEVELOPMENT:

It was moved by Mr. Thompson, seconded by Mr. Hanks to approve the following:

Orange Centre Development

The Roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2009 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at \$203,200 for the duration of the one year maintenance period. A letter of credit in that amount is in place.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-68

IN THE MATTER OF APPROVING THE STORM SEWER EASEMENT FOR THE MARKET AT LIBERTY CROSSING:

It was moved by Mr. Thompson, seconded by Mr. Hanks to approve the following:

Storm Sewer Easement Market at Liberty Crossing

Available for your approval is a storm sewer easement for the referenced project giving us the authority to maintain the storm sewers within the referenced project which will be public storm sewer facilities.

STORM SEWER EASEMENT

THIS STORM SEWER EASEMENT (“Easement”) is made this 20th day of January, 2009, by and between **MARKET AT LIBERTY CROSSING, LLC**, an Ohio limited liability company ("Grantor") and **THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** (“Grantee”).

RECITALS:

A. **PLANNED EQUITIES DEVELOPMENT COMPANY, LTD.**, an Ohio limited liability company (“PEDC”) was the original “Declarant” under that certain Declaration of Easements, Covenants and Restrictions, recorded on July 11, 2001, in the County of Delaware, State of Ohio, in Volume 0110, Page 0529 of Delaware County records and as amended by the First Amendment to Declaration of Easements, Covenants and Restrictions, recorded on June 6, 2006, in the County of Delaware, State of Ohio, in Volume 0712, Page 2452 of Delaware County records and the Second Amendment to Declaration of Easements, Covenants and Restrictions, recorded on March 25, 2008, in the County of Delaware, State of Ohio, in Volume 0838, Page 1974 of Delaware County records (collectively referred to as the “Declaration”).

B. Grantor is the successor “Declarant,” as defined in the Declaration, since PEDC conveyed its interest in Parcel A and Parcel E to Grantor on July 10, 2007 as evidenced by the Warranty Deed recorded July 10, 2007, in the County of Delaware, State of Ohio, in Volume 0795, Page 2171 of Delaware County records.

C. The Declaration authorizes Grantor to declare, reserve, and grant a storm sewer easement as herein described.

NOW, THEREFORE, for the purposes and upon the terms and conditions hereinafter set forth, and in consideration of One Dollar (\$1.00), the mutual covenants and agreements set forth herein, and other valuable consideration received, the sufficiency and adequacy of which are hereby mutually acknowledged and accepted, and with the intent to be legally bound hereby, the parties hereby grant, reserve, declare, agree and covenant as follows:

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1. **Grant of Easement.** Grantor hereby quitclaim grants to Grantee a perpetual, non-exclusive easement and right of way for drainage purposes (“Storm Sewer Easement”) in, upon, and over the land described on **Exhibit A** (the "Storm Sewer Easement Area") in accordance with the terms, conditions, and restrictions herein set forth, including the right, at its sole cost and risk, to construct and maintain storm water control facilities (“Facilities”) in the Storm Sewer Easement Area.

2. **Non-Exclusive.** The Storm Sewer Easement is non-exclusive, and Grantor may grant other encumbrances over the Storm Sewer Easement Area, provided they are subject to and do not interfere with Grantee’s Facilities or its use and enjoyment of the Storm Sewer Easement.

3. **Maintenance and Restoration.** Grantee shall be solely responsible for all construction, installation, maintenance, repair, and replacement of the Facilities, including storm water pipes, located in the Storm Sewer Easement Area (“Maintenance and Restoration”). Maintenance and Restoration shall be performed with commercially reasonable precautions, in a timely manner, and at Grantee’s sole cost and risk. All damages to trees, plantings, fences, decorative features, retaining walls, parking lots, curbs, and/or other structures in the Storm Sewer Easement Area (“Improvements”) that are necessary for Maintenance and Restoration will be the responsibility of Grantor.

4. **Improvements.** All Improvements after the date of this Easement shall be reviewed by the Delaware Soil and Water Conservation District (“DSWCD”) and the Delaware County Engineer Office (“DCEO”) prior to installation. The DSWCD and DCEO will review any proposed improvements as promptly as reasonably possible to assure that Improvements will not interfere with the Facilities.

5. **Successors and Assigns.** The Storm Sewer Easement shall run with the land.

6. **Amendment.** Any amendment or modification to this Easement must be in writing and shall be executed by duly authorized representatives of all parties to this Easement.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-69

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U08-126	AEP	PERRY RD	RELOCATE POLE
U09-001	AEP	FREEMAN RD	RELOCATE POLES

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-70

IN THE MATTER OF APPROVING THE PERMIT APPLICATION FOR THE SIGNAL AT U.S. 23 & OLENTANGY CROSSINGS EAST:

It was moved by Mr. O’Brien, seconded by Mr. Hanks to approve the following:

**State of Ohio
Department of Transportation
Permit Application**

[1] This form must be completed by the property owner or agents working for a utility company (if applicable). Application by contractor is unacceptable.

Name: **Delaware County Commissioners**
Address: **101 north Sandusky street** City **Delaware** State **Ohio**
Zip **43015** Phone **740-833-2100**

[2] Type of Permit requested: Other

[3] Briefly describe work to be performed. (Attach plans and see Instructions.)
The Signal At US 23 And Olentangy Crossing East Must Have A Priority Control Added To It To Satisfy The Local Fire Department Regulations

[4] Location where work is to be performed. Give sufficient detail to locate the site accurately, such as the distance in miles or feet from a mile post or from some geographical feature such as an intersecting highway.

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In Delaware County (along, across) State Route 23, _____miles or **1,750feet**
North x *East_ West_ South__* of Lewis Center road on the road.
Work to commence on _____and will require 2 days to complete

[5] Does the property owner own or have any interests in any adjacent property? Yes, ~~X-No~~
If yes, please describe.

[6] Prior to any excavation in the highway right-of-way, the Ohio Utilities Protection Service (OUPS) must be contacted in accordance with ORC Section 3781.25 to 3781.32. OUPS can be reached at 1-800-362-2764. A call must be made to OGPUPS at 1-800-925-0988.

[7] Open cutting of pavement shall not be permitted unless no reasonable alternate method is available. Written approval of the Ohio Department of Transportation District Office must be obtained.

[8] All work requiring men or vehicles within ODOT right of way shall comply with all applicable requirements of the Ohio Manual of Traffic Control Devices and Item 614 (Maintaining Traffic) of the Construction and Material Specifications, latest editions. Failure to comply with these requirements will be cause for immediate revocation or suspension of the permit until the proper traffic control devices have been provided.

[9] I have received a copy of the policies and regulations pertaining to the permit for which I have applied. If a permit is subsequently issued to me by the Ohio Department of Transportation, I understand that the permit will state the terms and conditions for its use, and I agree to comply with all conditions and regulations stipulated on or attached to the permit. I also understand and agree that failure to comply fully with all conditions and regulations of the permit or any change in the use of the permit inconsistent with its terms and conditions will be considered a violation and cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Department action, up to an including removal of the installation at the permittee's expense.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-71

IN THE MATTER OF APPROVING A PRELIMINARY LEGISLATION RESOLUTION BETWEEN THE LOCAL PUBLIC AGENCY (DELAWARE COUNTY), GENOA TOWNSHIP AND THE DIRECTOR OF TRANSPORTATION FOR THE STATE ROUTE 3 AND FREEMAN ROAD INTERSECTION IMPROVEMENTS PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

PRELIMINARY LEGISLATION
RC 5521.01

Resolution Number 09-71
PID Number 85274
DEL-SR3-2.78
(SR3/TR111 Freeman Road Intersection)
ODOT Agreement Number 22300

The following is a Resolution enacted by the Board of Commissioners of Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

WHEREAS, Genoa Township has identified the need for improvements to the intersection of State Route 3 and Township Road 111 (Freeman Road) including constructing turn lanes on State Route 3 and a traffic signal, and;

WHEREAS, Genoa Township, by resolution of the Board of Trustees, has agreed to pay or reimburse the cost of work performed by an engineering consultant retained by Delaware County to perform services for said Improvement;

NOW THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio that;

SECTION II – Project Description

The project described above shall be initiated and known as DEL-SR3-2.78, and;

SECTION II - Cooperation Statement

The LPA shall cooperate with Genoa Township and the Director of Transportation in the described project, and;

SECTION III- Project Administrator

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The County Engineer is hereby designated Project Administrator and shall have authority to cooperate with Genoa Township and the Director of Transportation on behalf of Delaware County.

This Resolution is hereby declared to be an emergency measure to expedite the transportation project and to promote transportation safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-72

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MS CONSULTANTS, INC. FOR THE STATE ROUTE 3 AND FREEMAN ROAD INTERSECTION IMPROVEMENTS PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

**PROFESSIONAL SERVICES CONTRACT
STATE ROUTE 3 AND FREEMAN ROAD
INTERSECTION IMPROVEMENTS (DEL-3-2.78) – ODOT PID 85274**

Section 1 – Parties to the Agreement

Agreement made and entered into this 20th day of January, 2009 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Ms Consultants, Inc., 2221 Schrock Road, Columbus, Ohio 43229 ("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 Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as PID 85274, DEL-3-2.78, known as State Route 3 and Freeman Road Intersection Improvements including those services listed in the Scope of Services agreed upon by the County and Consultant, dated November 7, 2008, and the Price Proposal dated December 8, 2008, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be based on a lump sum not to exceed One Hundred Forty Three Thousand Seven Hundred Fifty-Five Dollars (\$143,755) and additional "If Authorized" tasks identified in said Fee Proposal not to exceed Three Thousand One Hundred Sixty Dollars (\$3,160) in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

Section 5 – Payment

Compensation shall be paid based on the actual cost plus the percentage of fixed fee performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. Consultant shall not commence any task not listed in the Price Proposal until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

Section 6 – Completion of Work, Delays and Extensions

All Work associated with this Agreement shall be completed by the Consultant no later than July 1, 2010. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

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.

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- 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 three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, 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 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 proportionate extent caused 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 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, 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 Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the 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 thereafter 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 Agreement, 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.

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- 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. 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. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-73

SETTING DATE AND TIME FOR THE REQUEST FOR PROPOSALS (RFP) / REQUEST FOR BIDS FOR HEALTHCARE SERVICES FOR DETAINEES OF THE DELAWARE COUNTY JAIL:

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
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It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

**Request for Proposals (RFP) / Request for Bids
by the Delaware County Board of County Commissioners,
Delaware County, Ohio for Healthcare Services for Detainees of the Delaware County Jail**

Sealed bids will be received by the Delaware County Board of County Commissioners, Delaware County, Ohio (hereinafter "Board") c/o Director Christopher L. Smith during standard business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) until **10:00 a.m. local time (Eastern Standard Time) on February 17, 2009, at the Delaware County Jail** (hereinafter "Jail") located at 844 U.S. Route 42 North, Delaware, Ohio 43015 for a one (1) year contract for healthcare services for detainees of the Delaware County Jail. Bids received after this time and date shall not be considered. At 2:00 p.m. on February 17, 2009 at the at the Board's Hearing Room located at 101 North Sandusky Street, Delaware, Ohio 43015 bids will be publicly opened and read aloud. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

The terms and conditions of this contract generally require the successful bidder to provide a healthcare program and provide healthcare services for detainees of the Jail in accordance with the provisions of the Request for Proposals (RFP) /Request for Bids Package (hereinafter "RFP"). The successful bidder shall have the ability to provide, but not be limited to providing, medical services as follows:

1. **PHYSICIAN SERVICES:** The physician shall provide on-site services one time weekly and provide 24 hour a day, 7 days a week on-call availability. The physician will serve as the Site Medical Director, and must have appropriate malpractice insurance. Physician will conduct physician sick call and oversee the medical unit.
2. **NURSING SERVICES:** Provide management of on-site nursing services. Must be RN or LPN licensed in the State of Ohio. The nurse will be responsible for nurse sick call, triage, medication management, and records management.
3. **PHARMACEUTICALS:** Provide pharmaceuticals and prescribe over-the-counter medications required for the treatment of the detainees of the Jail. Pharmaceuticals must be blister-packed, and be able to return the unused medications. Must provide a medication cart, and fax machine for the medical unit. Pharmaceuticals may be ordered through a fax and fill method and delivered in a timely manner.
4. **MEDICAL SUPPLIES:** Provide all non-durable (disposable) medical supplies required for the treatment and care of all detainees in the Jail.
5. **MANAGEMENT SERVICES:** Must provide site specific policies and procedures, nurse protocols, in-service training for medical, peer reviews, cost containment, utilization management, continuous quality improvement, risk management, and HIPPA compliance.

The proposal should be based on providing services to 150 detainees in the Jail. This number represents the average daily population of detainees in the Jail and does include detainees housed from other counties or sources.

The Jail does house an average of 150 detainees, however this number fluctuates. Physician services, nursing services, and medical supplies must be provided for all detainees. The County retains the responsibility for the cost associated with pharmaceuticals for all detainees housed from other sources and will bill those sources accordingly.

The proposal shall be inclusive of all healthcare services provided for a one (1) period with renewal options as agreed upon by the Board and the successful contractor.

An RFP package containing the terms and conditions of this contract, together with detailed technical specifications and bid documents, can be obtained during regular business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) until 10:00a.m. local time (Eastern Standard Time) on February 11, 2009 at the Jail located at 844 U.S. Route 42 North, Delaware, Ohio 43015 or by contacting Director Christopher L. Smith at (740) 833-2843 or csmith@co.delaware.oh.us.

Proposals/bids must be submitted on bid forms contained in the RFP mentioned, shall contain the full name of each person, party, or parties submitting the proposal/bid and all persons interested therein, and shall be enclosed in sealed opaque envelopes addressed and submitted to Director Christopher L. Smith, 844 U.S. Route 42 North, Delaware, Ohio 43015 and be marked: "Correctional Healthcare Bid" in the lower left corner of the outside enclosing envelope.

A Pre-Bid Meeting will take place at the Jail located at 844 U.S. Route 42 North, Delaware, Ohio 43015, at 1000a.m. on February 6, 2009.

Each bidder is required to furnish with its proposal bid security in accordance with Section 307.88 and 153.54, et seq., of the Ohio Revised Code. The bid security shall be a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in an amount equal to five percent (5%) of the total price bid,

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conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the RFP and the bid. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All bid security shall be in favor of the Delaware County Board of County Commissioners, Delaware County, Ohio.

A performance bond in the full amount of the contract shall be required from the successful bidder. Said bond(s) shall be in the name of the Delaware County Board of County Commissioners, Delaware County, Ohio, be furnished within ten (10) days from the date of the award, and be in accordance with Section 153.54, et seq., of the Ohio Revised Code. Performance bond(s) shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Each bidder must provide three (3) references and each bid shall be accompanied by a complete statement of qualifications on the form which is included in the RFP.

Each prospective bidder shall be an equal opportunity employer.

To be eligible for consideration of award, a bidder must not have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24.

Per Ohio Revised Code Section 2909.33, the successful bidder will be required to certify that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Certification shall be made by completing a "Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization" form.

The successful bidder will also be required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee.) Certification shall be made by completing a "Certification/Affidavit in Compliance with O.R.C. Section 3517.13."

The Board reserves the right to select the bidder deemed to be the lowest and best bidder, as determined solely by the Board and/or its representative(s), to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFP and to award the bid in the manner deemed to be in the best interest of the Board and Delaware County.

Delaware County Board of County Commissioners
Delaware County, Ohio.

Walter L. Davis, III
Delaware County Sheriff
Delaware County, Ohio

Christopher L. Smith
Director
Delaware County Jail
844 U.S. Route 42 North
Delaware, Ohio 43015

Telephone: (740) 833-2843
Fax: (740) 833-2839
csmith@co.delaware.oh.us

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-74

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN DELAWARE COUNTY AND HEALTH PROFESSIONALS LTD. FOR INMATE HEALTH SERVICES AT DELAWARE COUNTY:

It was moved by Mr. Thompson, seconded by Mr. Hanks to approve an amendment to the agreement between Delaware County And Health Professionals Ltd. For Inmate Health Services At Delaware County.

(A copy of the agreement is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-75

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICE AGREEMENT ADDENDUM # 1 BETWEEN WOOLPERT, INC. AND DELAWARE COUNTY, OHIO FOR THE PURPOSE OF

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2009**

UPDATING THE CURRENT AGRICULTURE USE VALUATION (CAUV) DATABASE:

It was moved by Mr. Hanks , seconded by Mr. Thompson to approve the following:

**PROFESSIONAL SERVICE AGREEMENT ADDENDUM # 1
BETWEEN WOOLPERT, INC. AND DELAWARE COUNTY, OHIO**

Section 1. General

THIS ADDENDUM, made and entered into this 22nd day of January, 2009, by and between Woolpert, Inc., whose address is 4454 Idea Center Boulevard, Dayton, Ohio 45430-1500 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for Additional Services under the Professional Service Agreement dated .day of January 28, 2008, such Additional Services described under Section 2 of this Addendum.

- Client: Delaware County, Ohio
- Address: Delaware County Auditor's Office, 140 N. Sandusky Street, Delaware, Ohio 43015 • Contact Person: Shoreh Elhami, GIS Director and/or Todd Hanks, Delaware County Auditor • Phone Number: 740.833.2070
- Fax Number: 740.833.2069
- Title: 2009 Woodland Delineation

Section 2. General Description of Additional Professional Services

Additional Services to be provided by Woolpert are identified below and are more fully described in Attachment A to this Addendum, which is incorporated by this reference:

- Countywide Woodland Delineation

Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services shall be a Lump-Sum fee of \$19,660.00 and in accordance with Attachment B of this Agreement, which is incorporated by this reference.

Section 4. Schedule for Additional Services

The schedule for Additional Services shall be in accordance with Attachment C of this Agreement, which is incorporated by this reference:

Counties participating in the State buy-up program will be given priority. All data will be delivered on or before April 30, 2009.

Services

Land-Cover (Woodland Delineation)

Woolpert will extract the woodland classification using countywide color infrared ortho-imagery created for the ODNR in 2006, in combination with LiDAR acquired during the spring of 2006 for the Ohio Statewide Imagery Program. This process will be based upon the use of Woolpert's semi-automated remote sensing process. Please note that this extraction will create polygons, in some cases for individual trees and that the final delineation of woodland area will be largely dependant upon the county's ability to extract (or clip) on a per parcel basis.

This extraction will be performed on a countywide basis and will be delivered as either a shapefile or geo-database format.

Existing Digital Ortho-Imagery

Woolpert will utilize existing color infrared ortho-imagery (1"= 1,000' scale, 3-foot pixel resolution) produced for the Ohio Department of Natural Resources. The CIR ortho-imagery covering Delaware County was acquired and produced in 2006.

Please note that the horizontal accuracy of the 1"-1,000' scale CIR orthos does not match the horizontal accuracy of the County's current 2008 color orthos. This may result in some minor mismatches between the woodland classification using the 1"=1,000' scale CIR orthos as compared to the County's 2008 Color Orthos.

Existing LiDAR

Woolpert will utilize existing LiDAR Data (2-meter post spacing) collected as part of the Ohio Statewide Imagery Program. This LiDAR was acquired during the spring of 2006.

ATTACHMENT B: COMPENSATION

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Lump Sum Summary
Total Lump Sum Fee \$19,660.00

ATTACHMENT C: SCHEDULE

Counties participating in the State buy-up program will be given priority. All data will be delivered on or before April 30, 2009.

ATTACHMENT D: DELIVERABLES

Woolpert will produce and deliver the following products to the County.
Woolpert will deliver a File Geodatabase containing a Woodland Feature Class

DELIVERABLE ACCEPTANCE

The client has thirty (30) business days to review each deliverable and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to re-submit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty business days (30) after the appropriate action has been determined. Any deliverable not submitted by the client for review within sixty business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

Vote on Motion Mr. O'Brien Abstain Mr. Thompson Aye Mr. Hanks Abstain

**RECESS COMMISSIONERS SESSION
RETURN TO COMMISSIONERS SESSION**

RESOLUTION NO. 09-76

IN THE MATTER OF RECONSIDERING RESOLUTION NO. 09-75 (A PROFESSIONAL SERVICE AGREEMENT ADDENDUM # 1 BETWEEN WOOLPERT, INC. AND DELAWARE COUNTY, OHIO FOR THE PURPOSE OF UPDATING THE CURRENT AGRICULTURE USE VALUATION (CAUV) DATABASE) ON MONDAY JANUARY 26, 2009:

It was moved by Mr. Hanks, seconded by Mr. Thompson to reconsidering Resolution No. 09-75 (a professional service agreement addendum # 1 between Woolpert, Inc. And Delaware County, Ohio for the purpose of updating the Current Agriculture Use Valuation (Cauv) Database) On Monday January 26, 2009.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Abstain

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
Central Ohio Youth Center renovations

Commissioner Hanks
-would like a Port Authority Schedule
-noted that Delaware County Bank reported a loss
-Fiber-Optic
-Attend Fire Chief Association Meeting (1) County Wide Warning system Supported, (2) Need a Temporary Director would like executive session

Commissioner Thompson
-Port Authority is looking at the Fiber Optic issue-
-Kiwanis Club is looking into helping a local youth with Crones Disease.

RESOLUTION NO. 09-77

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 LAND ACQUISITION AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 7:42PM.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-78

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2009**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 9:38PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-79

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn the meeting.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

There being no further business, the meeting adjourned.

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners