

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2010**

**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. 10-195**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 8, 2010:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 8, 2010; 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. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-196**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM EMERGENCY MEETING HELD FEBRUARY 9, 2010:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in an emergency session on February 9, 2010; 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. Hanks Abstain Mr. O'Brien Aye

**PUBLIC COMMENT**

**RESOLUTION NO. 10-197**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0210, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0210:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0210, memo transfers in batch numbers MTAPR0210, and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Line Amount</b>	<b>Line Number</b>
R1002621	BEST BUY STORES LP	EQUIPMENT	22311614 - 5348	\$9,000.00	0001
R1002637	NEW HORIZONS COMPUTER LEARNING CTR INC	TUITION/BOOKS/FEES	22311611 - 5348	\$20,000.00	0001
R1002638	CAPITAL CITY JET CENTER	TRAINING/FEES/ CERTIFICATION	22311611 - 5348	\$5,934.07	0001
R1002669	PRIORITY DISPATCH CORP	TRAINING	21411306 - 5305	\$16,925.00	0001

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R1002669	PRIORITY DISPATCH CORP	MULTIPLE SOFTWARE UPGRADES FOR CONSOLIDATION	21411306 - 5320	\$11,005.00	0002
R1002669	PRIORITY DISPATCH CORP	BOOKS	21411306 - 5217	\$3,760.00	0003
R1002669	PRIORITY DISPATCH CORP	PRE- IMPLEMENTATION SITE EVALUATION	21411306 - 5301	\$6,000.00	0004
R1002712	ME COMPANIES INC	CONTRACTED INSPECTION SERVICES	66211902 - 5301	\$15,000.00	0001
R1002715	R W SETTERLIN BUILDING COMPANY	GENERAL CONTRACTOR JAIL	41411434 - 5410	\$1,602,300.00	0001
R1002721	TREASURER, DELAWARE COUNTY	JAIL RETAINAGE	41411434 - 5410	\$66,000.00	0001

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

**RESOLUTION NO. 10-198**

**IN THE MATTER OF APPROVING VOUCHERS FOR ECONOMIC DEVELOPMENT FUNDS:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve vouchers as listed below for Economic Development Funds:

<b>Vendor</b>	<b>Description</b>	<b>Account</b>	<b>Amount</b>
<b>Vouchers</b>			
Gus Comstock	Business Retention Lunch	21011113-5310	\$ 47.55

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

**RESOLUTION NO. 10-199**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Environmental Services Department is requesting that Tiffany Jenkins, Matt Lambert and David Finney attend Storm and Sanitary Pipe Presentation in Hillard, Ohio on February 24, 2010; at no cost.

The Engineer's Office is requesting that Brad Pickworth and Scott Steck attend a Chainsaw Level 1 Class at Ohio Forestry in Zanesville, Ohio February 26, 2010; at the cost of \$300.00 (Fund Number 29214001).

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

**RESOLUTION NO. 10-200**

**SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE CONDOMINIUM AT THE WOODS AT MEDALLION DITCH MAINTENANCE PETITION FILED BY THE CONDOMINIUM AT THE WOODS AT MEDALLION BOARD OF DIRECTORS:**

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

WHEREAS, on the 28<sup>th</sup> day of December, 2009, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by The Condominium at The Woods at Medallion Board Of Directors and others, to:

1. To replace, repair or alter the existing improvements as required and to maintain these improvements per

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attached Exhibit C and associated engineering design plan.

2. In Delaware County, Genoa Township, in the Condominium at the Woods at Medallion, Condo sits and generally follows the existing course and terrain of the improvement shown on document labeled Exhibit C.

(Exhibit C available for review in the Delaware County Commissioners' Office and Engineer's Office until no longer of administrative value).

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday the 29th day of March, 2010, at 1:30 PM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **Monday the 7th day of June, 2010, at 7:30 PM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**RESOLUTION NO. 10-201**

**IN THE MATTER OF APPROVING THE RELEASE OF THE BOND FOR ABBEY KNOLL SECTION 5  
BIORETENTION BASIN CHANGE ORDER:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to release the bond for the Abbey Knoll Section 5 Bioretention Basin Change Order:

**Abbey Knoll Section 5 Bioretention Basin Change Order**

In February, 2008, an agreement was entered into with Rockford Homes, the developer for the above referenced project. This project has been completed to the satisfaction of this office and The Engineer, therefore, request the approval to return the Subdivision Bond being held as surety and release Rockford Homes from their responsibility to this project. A letter authorizing release of the bond is available for your approval.

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

**RESOLUTION NO. 10-202**

**IN THE MATTER OF APPROVING THE RELEASE OF THE BOND FOR LIBERTY CROSSINGS SITES  
A&B PHASE 1:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to release the bond for Liberty Crossings Sites A&B Phase 1:

**Liberty Crossings Sites A&B Phase 1**

In June, 2009, your Board entered into agreement with Three Rocks and a Boulder, LLC, the owner for the above referenced project. This project has been completed to the satisfaction of this office and The Engineer, therefore, request the approval to return the Performance Bond being held as surety and release Three Rocks and a Boulder from their responsibility to this project.

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

**RESOLUTION NO. 10-203**

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

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

Whereas The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer; Now Therefore Be It Resolved That The Following Permits Are Hereby Approved By The Board Of Delaware County Commissioners:

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Permit #	Applicant	Location	Type of Work
U10-014	AT&T	PEACH BLOW ROAD	RELOCATE EXISTING FACILITIES
U10-015	TIME WARNER	SAWMILL PKWY	PLACE CABLE IN ROW
U10-016	VERIZON	BERLIN STATION	PLACE CABLE IN ROW
U10-017	DEL-CO WATER	PEACH BLOW RD	PLACE WATERLINE IN ROW
U10-018	COLUMBIA GAS	OLD 3 C	INSTALL GAS MAIN

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

**RESOLUTION NO. 10-204**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND BID OPENING DATE FOR THE LIBERTY ROAD RE-ALIGNMENT PROJECT:**

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

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until **10:00 AM, Tuesday, March 9, 2010**, at which time they will be publicly opened and read aloud, for the project known as Del – CR 09-03.42 Liberty Road Realignment Project.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "Sealed Bid For Del – CR 09-03.42 Liberty Road Realignment Project". Bids shall be accompanied by a Bid Bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained by bidders from the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 OR can be downloaded from the Delaware County Engineer's Website at [WWW.DELAWARECOUNTYENGINEER.ORG](http://WWW.DELAWARECOUNTYENGINEER.ORG)**. Cost for each set of plans & specifications that are picked up at the office are \$20 and the cost is not-refundable. Registration with the Delaware County Engineer's Office is required to be a bidder.

The Owner requires that all work associated with the project be completed before **October 15, 2010 and the estimated commencement of work date of April 5, 2010**.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: February 19 and February 26, 2010

**LOCATION**

This project is located in Liberty Township, Delaware County, Ohio.

**PROJECT SCOPE**

This project includes the realignment of the north leg of Liberty Road at Home Road to align with the south leg of Liberty Road. It also includes the widening of Home Road from the existing intersection of Home Road and north leg of Liberty road to approximately 1000' east of the intersection of existing Home Road and south leg of Liberty Road. Included in this widening is several thousand feet of storm sewer work and a new traffic signal.

Whereas, the County Engineer recommends approval of the bid specifications and bid opening date of 10:00 AM, Tuesday, March 9, 2010 for the Liberty Road Re-Alignment Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the bid specifications and bid opening date of 10:00 AM, Tuesday, March 9, 2010 for the Liberty Road Re-Alignment Project.

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

**RESOLUTION NO. 10-205**

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**IN THE MATTER OF APPROVING A DRAINAGE AND UTILITY EASEMENT VACATION FOR LOT 7601, OLENTANGY CROSSINGS SECTION 2, LOT 7523, DIVISION NO. 1, ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO, (OFFICIAL RECORD VOL. 939, PAGE 2078):**

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

Available for your approval is a resolution vacating a drainage and utility easement for Lot 7601, Olentangy Crossings Section 2, Lot 7523, Division Number 1.

Since the time of the recording of the plat for this project, the drainage facilities have been constructed, and it has been found that the original easement of 30 feet is not necessary. By way of this vacation, we are reducing the easement to 20 feet. An exhibit showing this vacation is available for your reference.

**Drainage and Utility Easement Vacation**

The Engineer has received a request from JKH EASTERN ENTERPRISES, LLC, an Ohio limited liability company, the owner of Lot 7601 in Olentangy Crossings Section 2, Lot 7523, Division No. 1, commonly known as 6416 Pullman Drive, Lewis Center, Ohio 43035, to vacate a portion of the original thirty (30) foot drainage and utility easement on the Olentangy Crossings Section 2, Lot 7523, Division No. 1 plat that crosses the said Lot 7601. The portion of the easement indicated on the attached Exhibit 1 as "area to be abandoned" is located in the northern portion of Lot 7601 in Olentangy Crossings Section 2, Lot 7523, Division No. 1, as depicted in Official Record Volume 939, Page 2078, Recorder's Office, Delaware County, Ohio. The portion of the original drainage and utility easement that crosses Lot 7601 in Olentangy Crossings Section 2, Lot 7523, Division No. 1 is no longer required after the construction of other drainage facilities in this area. Therefore, the Engineer requests your approval to vacate this portion of the easement and to include a marginal reference on Official Record Volume 939, Page 2078 of this action to vacate this portion of the easement.

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

**RESOLUTION NO. 10-206**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND R. W. SETTERLIN BUILDING COMPANY FOR ALL BID PACKAGES FOR THE DELAWARE COUNTY JAIL REMODEL & ADDITION PROJECT:**

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

Whereas, The Facilities Supervisor recommends approval of the contract between The Delaware County Commissioners And R. W. Setterlin Building Company for all bid packages for The Delaware County Jail Remodel & Addition Project;

Therefore Be It Resolved, that The Commissioners approve the contract between The Delaware County Commissioners And R. W. Setterlin Building Company for all bid packages for The Delaware County Jail Remodel & Addition Project.

(A copy of the contract is available for review at the Commissioners' Office until no longer of administrative value.)

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

**RESOLUTION NO. 10-207**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SIEMENS WATER TECHNOLOGIES CORP. FOR THE SUPPLY OF CALCIUM NITRATE SOLUTION AND OTHER EQUIPMENT TO THE DIVISION OF ENVIRONMENTAL SERVICES:**

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

WHEREAS, on November 3, 2009, the Division of Environmental Services received bids for the Supply of Various Chemicals and Polymers (DCRSD 09-04), and

WHEREAS, the bids included the supply of Calcium Nitrate solution on an as-needed basis for a contract period of 24 months (Bid Item No. 3), Versadose Installation at Leatherlips Pump Station (Bid Item No. 4), Calibration Cylinders (Bid Item No. 11), Level Transducers at Odor Control Stations (Bid Item No. 12) and a SCADA allowance (Bid Item No. 13), and

WHEREAS, Siemens Water Technologies Corp. of Sarasota, Florida has been identified as the lowest and best bid for the above bid items, and

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WHEREAS, the staff from the Division of Environmental Services evaluated the bid package and has determined that the bid package conforms to the specifications, and

WHEREAS, the Division of Environmental Services recommends the purchase of Calcium Nitrate solution and other equipment from Siemens Water Technologies Corp. of Sarasota, Florida.

THEREFORE be it resolved that the Board of County Commissioners execute the agreement with Siemens Water Technologies Corp. of Sarasota, Florida for the supply of Calcium Nitrate solution and other equipment.

**CONTRACT FOR  
DCRSD 09-04: SUPPLY OF VARIOUS CHEMICALS AND POLYMERS:  
CALCIUM NITRATE  
VERSADOSE INSTALLATION AT LEATHERLIPS PUMP STATION  
CALIBRATION CYLINDERS  
LEVEL TRANSDUCERS AT ODOR CONTROL STATIONS  
SCADA ALLOWANCE**

THIS AGREEMENT is by and between The Delaware County Board of County Commissioners, Delaware, Ohio, (herein referred to as Owner) and Siemens Water Technologies Corp. (herein referred to as Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Supply Calcium Nitrate to Delaware County for 24 months, Versadose Installation at Leatherlips Pump Station, Calibration Cylinders, Level Transducers at Odor Control Stations (15 pump stations), and Scada Allowance.**

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents is generally described as follows: **DCRSD 09-04: Supply of Various Chemicals and Polymers**

ARTICLE 3 - ENGINEER

3.01 The Project has been specified by Delaware County Division of Environmental Service, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. The contract shall be for 24 months with two (2) optional one year extensions from the date of contract execution.

4.02 Termination

A. The Owner may, at any time, terminate this Contract without cause. Termination pursuant to this Paragraph shall take effect immediately upon receipt of the notice of termination by either party. Such a termination does not bar either party from pursuing a claim for damages for breach of this Contract. In the event of termination, Contractor shall be compensated for all work completed prior to the effective date of termination.

B. If either party fails to substantially perform in accordance with the provisions of this Contract, the other party shall notify the party failing to perform in writing of the substantial failure of performance. Such written notice shall specifically state the nature of the substantial failure(s) of performance. If the party receiving such notice fails to correct the indicated substantial failure(s) of performance within ten (10) days of receiving such notice, this Contract may be terminated, for cause. Upon such termination, the parties shall be entitled to all such rights and remedies as the law may allow.

C. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

ARTICLE 5 - CONTRACT PRICE

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5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. For Unit Price Work:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT PRICE</u>
3	Calcium Nitrate	\$0.5271/lb
4	Versadose Installation at Leatherlips	\$74,155.00(tank adder \$7,200.00)
11	Calibration Cylinders	\$177.33 ea
12	Level Transducers	\$1,728.67 sensor w/conduit
13	Scada Allowance	\$30,000.00

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Partial payments may be made 30 days after presentation of a properly executed claim voucher to the Delaware County Division of Environmental Services. All invoices must show the properly assigned Delaware County Purchase Order Number.

ARTICLE 7 – LIABILITY

7.01 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Article 7 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.02 Insurance

A. General Liability Coverage: Contractor 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.

B. Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

C. Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Sites which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
  1. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Change Order(s)
  2. This Agreement
  3. Exhibits to this Agreement (enumerated as follows):
    - a. Bid
    - b. Performance Bond
    - c. Bidders Qualification Statement
    - d. Non-Collusion Affidavit
    - e. Personal Property & Real Estate Tax Affidavit
    - f. Certification / Affidavit in Compliance with O.R.C. Section 3517.13



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- g. DMA Form – Homeland Security
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.
- D. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.
- E. There are no Contract Documents other than those listed above in this Article 9.
- F. The Contract Documents may only be amended, modified, or supplemented as follows:
  - 1. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order.

#### ARTICLE 10 - MISCELLANEOUS

##### 10.01 Definition of Terms

- A. Undefined Terms used in this Agreement shall have their common and ordinary meanings, subject to any specific meanings attributed to trade usage.
- B. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
  - 1. *Agreement* - The written instrument, which is evidence of the agreement between Owner and Contractor covering the Work.
  - 2. *Application for Payment* - The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  - 3. *Change Order* - A document recommended by Engineer, which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  - 4. *Claim* - A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  - 5. *Contract* - The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  - 6. *Contract Documents* - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
  - 7. *Contract Price* - The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
  - 8. *Contract Times* - The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment.

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9. *Specifications* - That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

10. *Work* - Work includes and is the result of performing or providing all services as required by the Contract Documents.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Governing Law

This Agreement, and the Entire Contract, shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from the Contract shall be filed in and heard before the courts of Delaware County, Ohio.

10.06 No Waiver

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.

10.07 Findings for Recovery

Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

10.08 Homeland Security

Contractor 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, Contractor agrees to make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Contract 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.

10.09 Campaign Finance – Compliance with O.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)

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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.

10.10 Headings

Article and paragraph headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

**RESOLUTION NO. 10-208**

**IN THE MATTER OF APPROVING A LICKING COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
MEMORANDUM OF UNDERSTANDING:**

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

Whereas, the Director of Job & Family Services recommends approval of the following Licking County Department Of Job & Family Services Memorandum Of Understanding;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Licking County Department Of Job & Family Services Memorandum Of Understanding:

**Licking County Department of Job & Family Services  
Memorandum of Understanding**

This Memorandum of Understanding is made and entered into on the 15th day of January 2010, by and between the Licking County Department of Job & Family Services located at 55 South 2nd Street, Newark in partnership with Delaware, Coshocton, Knox, Ross Departments of Job and Family Services, Children Services Divisions, and Perry County Children Services Board, herein referred to as Children Services for the cost sharing of Fiscal and Administrative Review Services of IV-E funded foster care agencies provided by Chris Innis Consulting.

This MOU identifies the Licking County Department of Job and Family Services as the administrative and contracting agency with Chris Innis Consulting for the provision of Fiscal and Administrative Review Services of IV-E funded foster care agencies. Each county will be responsible to reimburse Licking County Department of Job and Family Services for their pro-rated portion of the cost of Fiscal and Administrative Review Services of IV-E funded foster care agencies.

Reimbursement is outlined as follows:

Licking County Department of Job and Family Services, as the Administrative and contracting entity, shall reimburse Chris Innis Consulting for Fiscal and Administrative Review Services provided by Chris Innis Consulting at a rate of \$70.00 per hour for monitoring services as outlined in Exhibit 1. Invoices will be pro-rated based upon the number of children placed at the IV-E funded agency per county. Monitoring services for the 6 county region shall not exceed \$46,932.00 through June 30, 2010.

The Licking County Department of Job and Family Services will issue an invoice to each county for their pro-rated share of the cost and will include a copy of the original invoice generated by Chris Innis Consulting.

Licking County Department of Job and Family Services on behalf of Licking, Delaware, Coshocton, Ross, Knox Departments of Job and Family Services, Children Services Divisions and Perry County, Children Services Board reserves the right to renew the contract for up to a maximum of one (1) year based on performance and availability of funds. This MOU will be in full force and effect for the entire contracting period with Chris Innis Consulting including any amendments or extensions.

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

**RESOLUTION NO. 10-209**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY ECONOMIC DEVELOPMENT  
FUNDS TO BE USED FOR MEMBERSHIP IN THE DELAWARE ROTARY CLUB FOR GUS COMSTOCK,  
DELAWARE ECONOMIC DEVELOPMENT DIRECTOR:**

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

WHEREAS, Gus Comstock, the Economic Development Director, is requesting authorization to use Economic Development funds in the amount of \$100.00 (\$50 semiannual payments) for membership to the Delaware Rotary Club.

Further Be it Resolved to approve a Purchase Order payable to Rotary Club of Delaware as follow:

\$100.00 21011113-5308

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

**RESOLUTION NO. 10-210**

**IN THE MATTER OF APPROVING CONTRACT LETTER BETWEEN DELAWARE COUNTY AND THE AUDITOR OF STATE'S OFFICE:**

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

Whereas, the Delaware County Auditor recommends approval of the contract letter between the Delaware County and the Auditor of State's Office;

Therefore Be It Resolved, that the Commissioners approves the contract letter between the Delaware County and the Auditor of State's Office.

(A copy of the contract is available for review at the Commissioners' Office until no longer of administrative value.)

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

**RESOLUTION NO. 10-211**

**IN THE MATTER OF DELEGATING TO THE COUNTY ADMINISTRATOR THE AUTHORITY TO CARRY OUT CERTAIN FUNCTIONS OF THE BOARD DURING A DISASTER OR EMERGENCY:**

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

WHEREAS, Ohio Revised Code 305.30 authorizes a Board of County Commissioners to delegate to the county administrator by resolution the authority to carry out any and all functions of the Board during a disaster or emergency, and

WHEREAS, at such time of an emergency it may not be possible to have a quorum of county commissioners in a timely manner to react to such emergency, and

WHEREAS, under certain conditions it may be in the best interest of the public and county employees to close county offices, and

WHEREAS, under certain situations it is advantageous to authorize the county administrator to carry out functions of the Board of County Commissioners

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County that in the best interest of the public and county employees, in the event that two Commissioners cannot be present to take action, and reasonable efforts have been made to reach each Commissioner; and that prior to any action the County Administrator confer with the various public safety officials; the Board hereby delegates to the county administrator the authority to:

1. In the event of a Level III snow emergency as declared by the County Sheriff, to close those county offices under the direction and control of the Board of County Commissioners.
2. In the event of a Level II snow emergency as declared by the County Sheriff, to confer with the various elected officials and public safety officials to make a determination to close those county offices under the direction and control of the Board of County Commissioners.
3. In the event of any other disaster or emergency, as defined by 5502.21 (e) and (f), that after conferring with the various public safety officials may close those county offices under the direction and control of the Board of County Commissioners.
4. Purchase, lease or contract to acquire goods or materials necessary during a declared emergency. The estimated amount of such purchases may not exceed fifty thousand dollars.
5. Approve and authorize the Accounts Payable Register for the release of funds to vendors for services rendered. Such authorization shall be limited to the release of funds for the declared

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emergency.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Refer To CD Minutes For Entire Record)**

**Commissioner O'Brien**

**-At 4:00pm Today Central Ohio Youth Meeting**

**-On Friday There Is A TRN Meeting**

**Commissioner Hanks**

**-Questions On Resolution 10-198**

**-Follow-Up To Email About Auditor's Office Looking Into The Purchase Of Software For Public Records Request**

**Commissioner Thompson**

**-Conflict Resolution Discussion**

**-Questions On Article In Gazette About Records Request**

**RESOLUTION NO. 10-212**

**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 LITIGATION:**

It was moved by Mr. Thompson, seconded by Mr. Hanks to adjourn into Executive Session at 9:55AM.

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

**RESOLUTION NO. 10-213**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:28AM.

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

**RESOLUTION NO. 10-214**

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

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners