

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 5, 2010**

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**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**

**7:30 PM Public Hearing For Consideration Of The Nuckles #20 Watershed Ditch Maintenance Petition (2010)**

**8:00 PM Reconvening Of Final Hearing For The O'Brien #440 Watershed Ditch Petition Project**

**RESOLUTION NO. 10-411**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 1, 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 April 1, 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. 10-412**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM EMERGENCY MEETING HELD APRIL 1, 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 April 1, 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 Abstain Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-413**

**IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF COLUMBUS FOR THE CONSTRUCTION OF THE PLUMB ROAD TRAIL:**

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

**INTERGOVERNMENTAL AGREEMENT  
Plumb Road Trail, Hoover Reservoir**

This Agreement, made and entered into this 5th day of April, 2010, by and between the City of Columbus, Ohio, acting by and through its Director of Recreation and Parks, pursuant to Ordinance No. 1500-2009, passed December 7, 2009, (hereinafter referred to as the "City"), and the Delaware County Board of Commissioners (hereinafter referred to as the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City desires to provide match funding to Delaware County for construction of the Plumb Road Trail project; and

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**WHEREAS**, the Contractor desires to provide construction services; and

**WHEREAS**, the City and Contractor are authorized to enter into this Agreement, pursuant to Section 307.15 of the Revised Code;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree to the following:

I. SCOPE OF SERVICES

The Contractor hereby agrees to implement and carry out the Plumb Road Trail Project (the "Project") as shown on Exhibit A (attached hereto and, by this reference, fully incorporated herein), to the extent funding is available for the construction thereof. The Parties mutually acknowledge that the Project shall be funded through a Federal grant and any funds paid pursuant to Article III of this Agreement (collectively "Public Funds"). In the event the Project costs exceed the amount of available Public Funds, the Parties mutually agree that the Contractor shall have no obligation to proceed with the Project at its own cost.

II. TERM

This Agreement shall be in force for a period of nine (9) months commencing not sooner than March 15, 2009, and ending no later than December 31, 2010.

III. COMPENSATION

The City shall pay to the Contractor sums not to exceed the total of \$50,000.00, which shall be used exclusively for the Project as shown on Exhibit A. The City will disburse all funds under this Agreement upon receipt of a written request from the Contractor. Full payment shall be made upon execution of the Agreement and submission of an original invoice.

IV. CONDITIONS OF PAYMENT

The City, as provided in this Agreement, shall pay compensation to the Contractor, pursuant and subject to the following requirements and conditions:

- A. All requests for payment must be in accordance with the fiscal guidelines issued by the Recreation and Parks Department on behalf of the City. At the City's option, advance payments may be made.
- B. When it is deemed necessary by the City, or any authorized representative of the City, to conduct an audit of the records of the Contractor, the City may withhold payment until such audit is concluded. Contractor will provide a copy of the annual audit report to the City.
- C. In the event funds advanced pursuant to Section IV.A exceed the amount to which the Contractor is entitled under the terms of this Agreement, a final report and any excess funds shall be submitted to the City not later than 90 days following expiration or termination of this Agreement.
- D. In the event that funds previously paid to the Contractor under this Agreement are determined to be disallowed costs pursuant to applicable federal, state and local laws and regulations, the City has the right to withhold payments due under the terms of this Agreement for the purpose of compensation.

VI. SEVERABILITY

The provisions of this Agreement are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

VII. EQUAL OPPORTUNITY CLAUSE

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and, selection for training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

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- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that the Contractor is an equal opportunity employer.
- C. It is the policy of the City that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.
- D. The Contractor shall permit access to any relevant and pertinent reports and documents for the sole purpose of verifying compliance with this Article, and with the regulations of the Equal Business Opportunity Office. All such materials provided by the Contractor shall be considered confidential.
- E. The Contractor will not obstruct City officers or employees in the fulfillment of the duties and responsibilities imposed by Article 1, Title 39, Columbus City Codes.
- F. The Contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The Contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- G. The Contractor agrees to refrain from subcontracting any part of this Agreement, or any modification thereto, to a contractor not holding a valid certification number as provided for in Article 1, Title 39, Columbus City Codes.
- H. Failure or refusal of a contractor or subcontractor to comply with the provisions of Article 1, Title 39, Columbus City Codes, may result in cancellation of this Agreement.

**VIII. NON-DISCRIMINATION OF THE HANDICAPPED**

- A. The Contractor will ensure compliance with Section 504 of the Rehabilitation Act of 1983 which provides that “no otherwise qualified handicapped individual shall, solely by reasons of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” A handicapped individual is any person “who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; (b) has a record of such impairment; or (c) is regarded as having such an impairment.”
- B. Contractors receiving \$25,000.00 or more must also take initial and continuing steps to notify current and potential participants, beneficiaries, applicants and employees that they do not discriminate on the basis of handicapped status. This notification should state, in accordance with 31CFR 51.55(e)(1), that the recipient does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities. Notice of non-discrimination should be included in publications and recruitment materials and visible at program sites. Notice must be available in forms accessible to the hearing and visually impaired.

**IX. LIABILITY**

As governmental entities, both the City and the Contractor lack the authority to indemnify. Accordingly, with respect to the performance of this Agreement, the City and the Contractor mutually agree to be responsible for the acts or omissions of their respective officials, employees, contractors, and other persons for whom they may be liable, and to hold the other party harmless therefrom.

**Further Be It Resolved**, that the Delaware County Commissioners authorize the Delaware County Administrator to sign the agreement, approved by this resolution, in substantially the same form if Columbus has any made any minor modifications to the agreement as approved by the Delaware County Commissioners.

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

**RESOLUTION NO. 10-414**

**IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DOUBLE Z CONSTRUCTION FOR THE OHIO TO ERIE TRAIL, PLUMB ROAD TO WIESE ROAD:**

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

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EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF STIPULATED PRICE

THIS AGREEMENT is by and between Delaware County Board of Commissioners (hereinafter called OWNER) and DOUBLE Z CONSTRUCTION (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, 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:

The proposed work in General Contract consists of installation of a multiuse asphalt trail, pedestrian bridge, shoreline stabilization and such other work as may be necessary to complete the Contract in accordance with the Contract Documents.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Ohio to Erie Trail, Plumb Road to Wiese Road

ARTICLE 3 ENGINEER

3.01 The Project has been designed by:      Floyd Browne Group  
3769 Columbus Pike  
P.O. Box 8016  
Delaware, Ohio 43015-8016

who is hereinafter called ENGINEER, and assumes 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. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

ARTICLE 5 CONTRACT PRICE

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 pursuant to paragraph 5.01.A below:

A. For all Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the CONTRACTOR's bid, attached hereto as an exhibit.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by the Resident Project Representative and processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. Ninety percent (90%) of Labor completed (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by ENGINEER, the remaining progress payments will be in an amount equal to one hundred percent (100%) of the Labor completed less the aggregate of payments previously made; and

b. Ninety percent (90%) of the invoiced cost not to exceed the bid price in a unit price contract of materials delivered on the site of the Work or other approved storage site, not incorporated in the Work (with the balance being retainage). Prior to payment, stored materials shall be inspected and found to meet the requirements of the Contract Documents. Material stored becomes the property of the OWNER once paid for and may not therefore be removed, but the CONTRACTOR shall remain responsible for the protection thereof. The balance of such invoiced values shall be paid when said materials are incorporated into the Work.

2. Upon Substantial Completion and occupancy or in use or otherwise accepted by the ENGINEER, OWNER shall release from escrow retained amount and pay an amount sufficient to CONTRACTOR for the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less amounts to assure completion of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. Funds in the escrow account not hereafter paid, with accumulated interest, shall be paid to the CONTRACTOR thirty (30) days from the date of Application for Final Payment noted in Article 6.03 Final Payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 INTEREST

7.01 [LEFT BLANK INTENTIONALLY]

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 identified in the Bidding Documents.

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 carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods,

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techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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. This Agreement (pages 00505-1 to 00505-7, inclusive);
2. Required Bonds, including:
  - a. Bid Guaranty and Contract Bond
  - b. Performance/Contract Bond
3. General Conditions (pages 00705-1 to 00705-68, inclusive);
4. Drawings consisting of (26) twenty-six sheets (total of 1) bearing the following general title: Ohio to Erie Trail, Plumb Road to Wiese Road.
5. Addenda (numbers to 2, inclusive);
6. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed (page 00515-1);
  - b. CONTRACTOR's Bid (pages to 00400-1 to 00400-7 inclusive);
  - c. Documentation submitted by CONTRACTOR with bid (Article 15.01, 00202-7);
  - d. Documentation submitted by Contractor and identified as 00662-1, 00663-1, 00664-1, and 00665-01.

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
  - b. Work Change Directives;
  - c. Change Order(s).
  - d. Certificate of Substantial Completion.
  - e. Final Inspection Approval Form.
  - f. Contractor's Affidavit.
  - g. Application for Payment.
8. Geotechnical Report

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

#### ARTICLE 10 MISCELLANEOUS

##### 10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

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B. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than ten thousand dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13 (I)(1) and (J)(1) are in compliance with the aforementioned provisions. The bidder is required to complete the affidavit provided. Failure to submit the required form with the proposal/bid package could deem the bidder's response to be non-responsive and disqualified from receiving further consideration.

**DMA FORM STATEMENT:**

CONTRACTOR certifies 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/>. Pursuant to R.C. § 2909.33, CONTRACTOR agrees to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**10.02 Assignment of Contract**

A. 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**

A. 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**

A. 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 Other Provisions**

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

**PUBLIC COMMENT**

**Tony Eyerman –Friends of the Trail for Resolutions 10-413 and 10-414  
(Refer To Cd Minutes For Entire Record)**

**THE DELAWARE COUNTY BICENTENNIAL COMMISSION**

**RESOLUTION NO. 10-415**

**IN THE MATTER OF DE-COMMISSIONING THE DELAWARE COUNTY BICENTENNIAL COMMISSION:**

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

Whereas, Resolution No. 06-185 established The Delaware County Bicentennial Commission to organize, plan and coordinate a celebration and commemoration of the County's 200<sup>th</sup> anniversary, and

Whereas, Resolution No. 07-613 appointed Richard Helwig as chairman of The Delaware County Commissioners' Bicentennial Committee, and

Whereas, Resolution No. 07-1008 appointed Jerry Heston as the fiscal officer of The Bicentennial Committee, and

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Whereas, The Delaware County Bicentennial Commission and its Committees are no longer necessary,

Therefore Be It Resolved, that the Board of Delaware County Commissioners officially De-Commission the Delaware County Bicentennial Commission.

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

**ANDREA WHITE, OHIO MARKETING MANAGER PRESENTATION  
THE DELAWARE ENERGY CHALLENGE: REDUCING EMISSIONS BY 10% IN 2010**

**RESOLUTION NO. 10-416**

**IN THE MATTER OF RECOGNIZING THE DELAWARE ENERGY CHALLENGE:**

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

**Delaware Energy Challenge**

**WHEREAS**, energy efficiency is important to Delaware County because it saves consumers and businesses money, and helps protect the environment because it lessens greenhouse gas emissions and reduces air pollution; and

**WHEREAS**, Delaware County is strongly committed to its clean energy goals of reducing energy use by 10 percent in 2010 through Your Energy Solutions, a family of energy efficiency programs provided by Columbia Gas of Ohio;

**WHEREAS**, Delaware County strives to be a leader in helping the buckeye state become cleaner and more energy efficient by providing referrals and promoting available rebates for the installation of energy-saving improvements offered by Columbia Gas of Ohio among residences and businesses; and

**WHEREAS**, by participating in the Delaware Energy Challenge, citizens of Delaware County have the opportunity to save money, energy, and to help voluntarily reduce greenhouse gas emissions by reducing their annual gas usage; and

**WHEREAS**, if just 10% of Delaware’s residents would complete recommended energy-saving improvements, Delaware would prevent more than 100 metric tons of greenhouse gas emissions per year – the equivalent of removing the emissions of nearly 12,000 gallons of gasoline consumed on the county’s roadways; and

**WHEREAS**, Delaware County is proud to do its part in this effort, beginning on the 40<sup>th</sup> anniversary of Earth Day, to promote energy efficiency and environmental stewardship in every household and community, and encouraging the installation of qualified energy-efficiency improvements;

**WHEREAS**, every Delaware County resident and business can be more energy efficient and help protect the environment by taking one energy-saving step at a time;

**NOW THEREFORE**, the Board of Delaware County Commissioners recognize the Delaware Energy Challenge and encourage the citizens of Delaware County to participant in Your Energy Solutions, provided by Columbia Gas of Ohio, and hereby resolve for Delaware to “Lose 10 in 2010.”

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

**RESOLUTION NO. 10-417**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,  
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0402:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0402 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1003358	MALCOLM PIRNIE	CONSULTING SERVICES FOR LSWRF PROJECT	66611905 - 5301	\$25,000.00	0001
R1003633	ALERT TRACKING SYSTEMS INC	PULLING INFORMATION OFF INFORMATION FROM CITY'S	21411306 - 5301	\$6,000.00	0001



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R1003633	ALERT TRACKING SYSTEMS INC	GEO FILE INFORMATION AND MASTER ROLODEX	21411306 - 5301	\$4,050.00	0002
R1003506	FABRIZI TRUCKING AND PAVING CO INC	CONSTRUCTION OF CHESHIRE ELEMENTARY SEWER PROJECT	66711905 - 5415	\$1,032,227.00	0001
R1003570	SMITH AND ASSOC EXCAVATING INC	INSTALL SAFETY RAILING IN FILTER BUILDING AT OECC	66211903 - 5328	\$7,765.00	0001
R1003574	DELAWARE COUNTY BANK & TRUST CO	LEWIS CENTER PRINCIPAL	50411121 - 5725	\$1,765.31	0001
R1003574	DELAWARE COUNTY BANK & TRUST CO	LEWIS CENTER INTEREST	50411121 - 5720	\$2,283.74	0002
R1003574	DELAWARE COUNTY BANK & TRUST CO	SAWMILL PRINCIPAL	50811125 - 5725	\$1,634.69	0003
R1003574	DELAWARE COUNTY BANK & TRUST CO	SAWMILL INTEREST	50811125 - 5720	\$2,114.76	0004
R1003575	HUNTINGTON BANK	SAWMILL PRINCIPAL	50811125 - 5725	\$81,800.00	0001
R1003575	HUNTINGTON BANK	SAWMILL INTEREST	50811125 - 5720	\$94,421.00	0002
R1003575	HUNTINGTON BANK	LEWIS CENTER PRINCIPAL	50411121 - 5725	\$86,700.00	0003
R1003575	HUNTINGTON BANK	LEWIS CENTER INTEREST	50411121 - 5720	\$101,899.00	0004
R1003575	HUNTINGTON BANK	OLENTANGY TIF PRINCIPAL	50911126 - 5725	\$53,200.00	0005
R1003575	HUNTINGTON BANK	OLENTANGY TIF INTEREST	50911126 - 5720	\$61,553.00	0006
R1003577	DELAWARE COUNTY BANK & TRUST CO	BASINGER PRINCIPAL	51311130 - 5725	\$17,900.00	0001
R1003577	DELAWARE COUNTY BANK & TRUST CO	BASINGER INTEREST	51311130 - 5720	\$6,480.00	0002
R1003577	DELAWARE COUNTY BANK & TRUST CO	JONES TIMMS PRINCIPAL	51411131 - 5720	\$29,800.00	0003
R1003577	DELAWARE COUNTY BANK & TRUST CO	JONES TIMMS INTEREST	51411131 - 5725	\$9,278.56	0004
R1003578	BANK OF NEW YORK,THE	PERRY TAGGART PRINCIPAL	50111117 - 5725	\$615,000.00	0001
R1003578	BANK OF NEW YORK,THE	PERRY TAGGART INTEREST	50111117 - 5720	\$92,132.50	0002
R1003579	BANK OF NEW YORK,THE	RADIOS PRINCIPAL	50111117 - 5725	\$1,230,000.00	0001
R1003579	BANK OF NEW YORK,THE	RADIOS INTEREST	50111117 - 5720	\$184,437.50	0002
R1003580	BANK OF NEW YORK,THE	1997 REFUNDED PRINCIPAL	50111117 - 5725	\$320,000.00	0001
R1003580	BANK OF NEW YORK,THE	1997 REFUNDED INTEREST	50111117 - 5720	\$111,650.00	0002
R1003583	BANK OF NEW YORK,THE	CFOA PRINCIPAL	50211119 - 5725	\$475,000.00	0001
R1003583	BANK OF NEW YORK,THE	CFOA INTEREST	50211119 - 5720	\$435,225.00	0002

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R1003584	US BANK	ALUM CREEK REVENUE BONDS PRINCIPAL	66311901 - 5725	\$1,720,000.00	0001
R1003584	US BANK	ALUM CREEK REVENUE BONDS INTEREST	66311901 - 5720	\$1,344,575.00	0002
R1003585	HUNTINGTON BANK	PRIMMER PRINCIPAL	50511122 - 5725	\$7,600.00	0001
R1003585	HUNTINGTON BANK	PRIMMER INTEREST	50511122 - 5720	\$2,024.00	0002
R1003585	HUNTINGTON BANK	GWINNER PRINCIPAL	51011127 - 5725	\$4,700.00	0003
R1003585	HUNTINGTON BANK	GWINNER INTEREST	51011127 - 5720	\$1,248.00	0004
R1003585	HUNTINGTON BANK	COOMER PRINCIPAL	51211129 - 5725	\$14,700.00	0005
R1003585	HUNTINGTON BANK	COOMER INTEREST	51211129 - 5720	\$3,892.00	0006
R1003585	HUNTINGTON BANK	OLD KINGSTON PRINCIPAL	51111128 - 5725	\$6,500.00	0007
R1003585	HUNTINGTON BANK	OLD KINGSTON INTEREST	51111128 - 5720	\$1,712.00	0008
R1003585	HUNTINGTON BANK	SMITH PRINCIPAL	50611123 - 5725	\$4,100.00	0009
R1003585	HUNTINGTON BANK	SMITH INTEREST	50611123 - 5720	\$1,088.00	0010
R1003585	HUNTINGTON BANK	SACKETT PRINCIPAL	50711124 - 5725	\$700.00	0011
R1003585	HUNTINGTON BANK	SACKETT INTEREST	50711124 - 5720	\$188.00	0012
R1003636	HUNTINGTON BANK	HAYES REFUND PRINCIPAL	50111117 - 5725	\$810,000.00	0001
R1003636	HUNTINGTON BANK	HAYES REFUNDED INTEREST	50111117 - 5720	\$417,015.00	0002
R1003644	HUNTINGTON BANK	JAIL REFUNDED PRINCIPAL	50111117 - 5725	\$495,000.00	0001
R1003644	HUNTINGTON BANK	JAIL REMODEL INTEREST	50111117 - 5720	\$43,076.25	0002
R1003645	HUNTINGTON BANK	HAYES 1ST YEAR INTEREST	50111117 - 5720	\$48,892.50	0001
R1003645	HUNTINGTON BANK	JAIL 1ST YEAR INTEREST	50111117 - 5720	\$93,926.25	0002

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Dynamic Pathways	Respite Care	70161605-5348	\$ 3,000.00
Respite Connection	Respite Care	70161605-5348	\$ 13,000.00
MT Business	Maintenance Contract	22411605-5325	\$ 3,000.00
Columbus State	Tuition JFS Program	22311611-5348	\$ 10,000.00
Kroll Laboratories	Lab Testing	22511607-5215	\$ 5,000.00
Vote on Motion	Mr. Hanks	Aye	Mr. Thompson
		Aye	Mr. O'Brien
			Nay

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**RESOLUTION NO. 10-418****IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0402GC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0402GC

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

**RESOLUTION NO. 10-419****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Whereas, The County Administrator recommends this measure for adoption by the Board,

The Auditor's Office is requesting that Paul Howard and Alice Williamson attend a Weights and Measures Conference in Wood County April 27-29, 2010, at the cost of \$670.00 (Fund Number 10010101).

The Engineer's Office is requesting that Jim Drumm attend an Ohio Bridge Workers Supervisors & Engineers Conference in Mt. Sterling, Ohio, April 14-15, 2010 at the cost of \$260.00 (Fund Number 29214001).

The Coroner's Office is requesting that Earl Crowe attend an Ohio State Coroner Association Conference in Cincinnati, Ohio May 6-8, 2010, at the cost of \$537.20 (Fund Number 10030301).

Juvenile Court is requesting that Frank Darr attend a 4<sup>th</sup> Amendment Search and Seizure For Trial Judges Seminar in Reno, Nevada May 23-28, 2010, at the cost of \$1,235.20 (Fund Number 27826325).

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

**DIED FOR LACK OF A SECONDED, RESOLUTION IN THE MATTER OF APPROVING TIME APPROVAL FORM FOR THE JOINT ECONOMIC DEVELOPMENT ORGANIZATIONAL KEY 21011113 FOR PAY PERIOD 1001007:**

It was moved by Mr. Thompson, Died For Lack Of A Secoded No Vote Taken

*SEE RESOLUTION 10-437 BELOW*

**RESOLUTION NO. 10-420****7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE NUCKLES #20 WATERSHED DITCH MAINTENANCE PETITION (2010):**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to open the hearing at 7:40PM.

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

**RESOLUTION NO. 10-421****IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**RESOLUTION NO. 10-422****IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE NUCKLES #20 WATERSHED DITCH MAINTENANCE PETITION (2010):**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to close the hearing at 7:53PM.

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

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**RESOLUTION NO. 10-423**

**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE NUCKLES #20 WATERSHED DITCH MAINTENANCE PETITION (2010):**

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

Whereas, on November 25, 2009, a Ditch Maintenance Petition for The Nuckles #20 Watershed Ditch (2010) was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday the 22<sup>nd</sup> day of February, 2010, conducted a view of the proposed improvements; and

Whereas, the Board on Monday the 5<sup>th</sup> day of April, 2010, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Nuckles #20 Watershed Ditch Maintenance Petition (2010); and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Nuckles #20 Watershed Ditch Maintenance Petition (2010). The Board hereby fixes April 5, 2011 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR The Nuckles #20 Watershed Ditch Maintenance Project (2010) 40311434.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

*Note Discussion On Resolution 10-424 Took Place Before And After The 8:00PM Ditch Hearing*

**RESOLUTION NO. 10-424 (SEE ALSO RESOLUTION NO. 10-436)**

**IN THE MATTER OF APPROVING REQUEST FOR PROPOSALS FROM CONTRACTORS FOR THE INSTALLATION AND DEVELOPMENT AND POTENTIAL MANAGEMENT AND MAINTENANCE OF THE DELAWARE FIBER LINK:**

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

Whereas, the County Auditor and Data Center Director recommend and approve the request for proposals from contractors for the installation and development and potential management and maintenance of the Delaware Fiber Link, and

**PUBLIC NOTICE  
REQUEST FOR Proposals  
Delaware Fiber Link**

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**BOARD OF COMMISSIONERS  
DELAWARE COUNTY, OHIO**

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids or may be obtained from the Delaware County Data Center Office, 10 Court Street, Delaware, Ohio during normal business hours.

The Delaware County Commissioners wish to receive proposals from contractors for the installation and development and potential management and maintenance of the Delaware Fiber Link.

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

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015 until 4:00 p.m. on Thursday, April 22, 2010. Only one (1) original is to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

**Request for Proposal (RFP)  
By  
Delaware County  
For the  
Delaware Fiber Link  
April 5, 2010  
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  - 1.3 Desired Outcomes
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- 6.0 Attachments
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6.6 Delaware Fiber Link – Map of The Park at Greif

1.0 Background and Nature of the Project

1.1 Delaware County Background

Delaware County was established in 1808 and is governed by a Board of three county commissioners. An elected County Auditor serves as the chief financial officer.

1.2 Purposes of the Request for Proposal

The Delaware County Board of Commissioners wishes to receive proposals from contractors to install and develop and potentially manage the Delaware Fiber Link.

1.3 Desired Outcomes

Delaware Fiber Link will connect multiple county governmental facilities and other sites with a high-speed, dedicated telecommunications network through fiber optic lines to enable an enhanced level of governmental services and to further economic development in Delaware County. Contractors may respond to two different alternative plans being considered for the development of the Delaware Fiber Link and must respond by segment outlined below for either or both plans.

Plan A

Installing, connecting, terminating and testing a high-speed telecommunications fiber optic network that connects four points for the most part along U.S. Route 23 in parts of Delaware and Franklin Counties in Ohio with 144 strands of fiber optic lines. The four points include:

- Delaware County, 440 E. William Street (or in the alternative 10 Court Street), Delaware, Ohio 43015;
- Consolidated Electric Cooperative, County Rd. 91 and Old State Road, Berlin Township, Delaware County, Ohio;
- The Park at Greif, Delaware, Ohio, Southeast corner of Greif Parkway and U.S. Route 23, Delaware, Ohio 43015;
  - Optional: Two separate proposals are being solicited for a conduit system and a conduit system with 144 strands of fiber optic lines installed underground throughout The Park At Greif starting at the Southeast corner of Greif Parkway and U.S. Route 23 traveling west on Greif Parkway to Cornerstone Drive and then traveling south along Cornerstone Parkway Drive to the existing streets termination and then traveling directly west approximately 480 feet turning due south on the east side of an existing easement approximately 1500 feet (see Map attached as an Exhibit); and
- SCG Services Data Center, 535 Scherers Court, Worthington, OH 43085-5710

Plan B

Installing, connecting, terminating and testing a high-speed telecommunications fiber optic network that connects three points for the most part along U.S. Route 23 in parts of Delaware and Franklin Counties in Ohio with 144 strands of fiber optic lines. The three points include:

- Delaware County, 241 Cherry Street (or in the alternative 10 Court Street), Delaware, Ohio 43015;
- The Park at Greif, Delaware, Ohio, Southeast corner of Greif Parkway and U.S. Route 23, Delaware, Ohio 43015;
  - Optional: Two separate proposals are being solicited for a conduit system and a conduit system with 144 strands of fiber optic lines installed underground throughout The Park At Greif starting at the Southeast corner of Greif Parkway and U.S. Route 23 traveling west on Greif Parkway to Cornerstone Drive and then traveling south along Cornerstone Parkway Drive to the existing streets termination and then traveling directly west approximately 480 feet turning due south on the east side of an existing easement approximately 1500 feet (see Map attached as an Exhibit); and
- SCG Services Data Center, 535 Scherers Court, Worthington, OH 43085-5710

All fibers shall be terminated and mounted in an approved fiber optic termination enclosure. The contractor shall help in identifying solutions which will maximize system integration, minimize costs, and take into consideration all functional needs of Delaware County. The Delaware County Commissioners will assign a Project Manager to assist the selected contractor with the performance of their duties. The contractor will be required to present each of their deliverables to the Delaware County Project Manager. The contractor will be required to incorporate any appropriate changes to their deliverables as directed by the Delaware County Project Manager. The Delaware County Project Manager will be available to answer contractor questions and facilitate the review of project deliverables prior to the presentation to the Delaware County Commissioners. The Delaware County Project Manager will be the contact person for all communication with Delaware County. The contractor will provide regular project status updates to the Delaware County Project Manager. The Delaware County Project Manager shall be Steve Lewis.

2.0 Calendar of Events and RFP Communications

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2.1 Calendar

Delaware County hopes to follow the following timetable, which should result in a selection of a vendor by April 22, 2010.

Issue RFP	April 5, 2010
Offerors Conference	April 13, 2010, 2:00 p.m. Delaware County Commissioners Hearing Room, 10 Court Street, Delaware, Ohio 43015
Deadline for Submittal of Proposals	April 22, 2010
Construction Work Completed	December 31, 2010

2.2 RFP Submittal Process

All proposals are to be delivered before 4:00 p.m., local time, on April 22, 2010 to:

Delaware County Commissioners' Office  
101 North Sandusky Street  
Delaware, Ohio 43015

Delaware County will not accept any proposals received after the date/time stated above, and shall request Proposer to make arrangement to retrieve late proposals. Delaware County shall not bear the responsibility for proposals delivered past the stated date and or time, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. Proposers must submit five (5) completed and signed copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. Proposals shall be submitted in a sealed envelope or box marked "Proposal Enclosed for RFP-Delaware Fiber Link".

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

**IT IS ABSOLUTELY ESSENTIAL THAT CONTRACTORS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL PROPOSALS. ONCE OPENED, PROPOSALS CANNOT BE ALTERED; HOWEVER, DELAWARE COUNTY RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES.**

Delaware County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Delaware County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the Contract. A sample contract is to be included with each response to the RFP. All proposals shall be valid for a period of 90 days from the submission date, unless withdrawn in writing by the offeror.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the proposal.

All materials submitted and accepted by Delaware County in response to this RFP shall become the property of Delaware County and will be retained by Delaware County in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal are subject to the Ohio Public Records Act unless otherwise excepted by law. The contractor should note within its proposal whether it considers any part of the proposal as proprietary or trade secret. Delaware County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, Delaware County shall have the sole discretion in determining whether any part (s) of the contractors' proposals contain information, which is exempt from Ohio Public Records law.

2.3 Inquiries/Communications

Delaware County will accept questions regarding the RFP through a special web site portal. All questions will be publicly published as well as answered publicly through this same web site portal at <http://www.co.delaware.oh.us/rfpresponse>.

2.4 Offerors Conference

On April 13, 2010, at 2:00 p.m., Delaware County will host a Offerors Conference in the Delaware County Commissioners Hearing Room, 10 Court Street, Delaware, Ohio 43015. Contractor attendance is mandatory. Delaware County feels that it is in the best interest of both contractors and the project that all interested contractors attend the Offerors Conference to ask questions regarding the scope of this request for proposal.

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Additionally, Delaware County will compile a list of attendees to be used for future communications regarding the RFP.

#### 2.5 Communication Restrictions

From the release of the RFP until a contractor is selected, contractors shall only communicate regarding the project in question with Delaware County officials or others working on the project through the web site portal created for such purposes. Delaware County reserves the right to disqualify offerors for such unauthorized communication but Delaware County reserves the right to contact contractors after receipt of proposals for clarification of any items within the proposal. Delaware County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing offerors.

#### 2.6 Changes to the Request for Proposal by Delaware County

Delaware County may amend specific sections of this RFP at any time during the submission process. Delaware County will furnish amendments to prospective contractors who attended the Offerors Conference. Should Delaware County issue an addendum to this RFP, the submission deadline may be extended, if appropriate, to accommodate changes made to the proposal.

#### 3.0 Project Requirements

Delaware County wishes to procure a contractor who can perform all the services, which are described below. The following sections of the RFP present these requirements in greater detail. Delaware County anticipates the contractor shall be able to complete this project within 6 months but project completion dates prior to six (6) months will be favored. Delaware County will consider RFP's for developing and installing the Delaware Fiber Link and the maintenance of this network.

##### Conduit and Aerial Network to Be Considered

Contractors may propose a below ground conduit system and/or above ground/aerial fiber network.

##### Consolidated Electric Cooperative Project a Priority

It is a priority of Delaware County to support Consolidated Electric Cooperative in their planned implementation of the federal stimulus broadband grant they were awarded. Vendor proposals should focus on first linking the Delaware Fiber Link to the Consolidated Electric Cooperative.

##### Constructing Fiber Network

Work may include trenching, creating conduit, pulling wire through new and existing conduits and aerial where allowed, installing vaults, fiber optic enclosures, splice boxes, termination and testing of fiber and providing detailed test results. Also, work may include use of existing "dark" fiber or installation of new fiber and may include below and above ground installation of fiber optic lines.

##### Fiber Entry Points

Specific entry points for fiber termination in each facility have not been determined; however, contractors are welcomed to inspect the facilities/locations and should recommend possible locations for fiber optic termination.

##### Fiber Link and Fiber Loop to Be Considered

Contractors may propose to build a direct fiber link and/or a fiber ring connecting the required sites.

##### Fiber Optic Speed

The fiber optic network developed by the Vendor for Delaware County for this project must provide service at 10 GB level.

##### Maintenance of Delaware Fiber Link

Delaware County will consider proposals for services related to the maintenance of the Delaware Fiber Link that will be developed and installed as part of this proposal. Maintenance of the Delaware Fiber Link will require 24 hour maintenance of the system.

##### Manufacturer's Warranty

The vendor must provide information related to the equipment's manufacturer's warranty planned for the project.

##### Number of Fiber Strands to be Included

The project contemplates 144 strands of fiber optic lines. If considerable cost savings can be achieved, Delaware County will consider proposals that contemplate fewer than 144 strands of fiber optic lines, provided however that the proposal includes a minimum of 12 strands of fiber optic lines. Offerors are, therefore, encouraged to provide proposals that contain alternative numbers of strands of fiber optic lines within this required range.

##### Quality

The vendor must follow all applied construction and IEEE standards. Contractors must also identify the manufacturer, model and features of the proposed equipment for the project.



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Partnering Encouraged

Contractors are encouraged strongly to partner with other providers to maximize existing dark fiber to reduce costs and expedite the construction timeline for completion of the project.

Pull Box Locations

Vendors will be required to place pull box locations at a maximum of 1000 feet apart, at all 90 degree change of direction and at all street crossings.

Route and Right-of-Way

The specific route chosen is at the discretion of the vendor. Delaware County is willing to assist in the determination of right-of-way information but the final responsibility for obtaining right-of-way lies with the vendor. All quotes should include a detailed construction drawing showing the area of work, approximate location of vaults, fiber optic enclosure locations and splicing, and identify the number of fiber strands by location and number and locations of splices required. Upon completion of the project, any and all easements, rights-of-way, licenses, or other right in real property acquired in furtherance of this project shall be transferred or assigned, without additional cost, to the Delaware County Commissioners. The vendor shall, at its own cost, remedy any impediments to transfer or assignment thereof.

Segmenting Project Permitted

Delaware County reserves the right to award contracts in segments and the contractors may choose to respond to segments or all of the RFP. The vendors must price their proposal on a per segment basis between the termination points as outlined in Plan A and Plan B below.

Slack Loops

Vendors will be required to use slack loops that consist of 150 feet at every street intersection and at every other Pull Box Location.

Spliced Fiber

Delaware County requests cost and location estimates for 12 fiber stands as part of the Delaware Fiber Ring as well as the cost for additional splicing of the Delaware Fiber Ring.

Tracer Wire

Vendors will be required to use No. 14 tracer copper wire for the entire length of the project.

3.1 Alternative Fiber Plans

Contractors may respond to two different alternative plans or to both plans noted as Plan A and Plan B being considered for the development of the Delaware Fiber Link.

3.1.1 Plan A

Installing, connecting, terminating and testing a high-speed telecommunications fiber optic network that connects four points for the most part along U.S. Route 23 in parts of Delaware and Franklin Counties in Ohio with 144 strands of fiber optic lines. The four points include:

- Delaware County, 440 E. William Street (or in the alternative 10 Court Street), Delaware, Ohio 43015;
- Consolidated Electric Cooperative, County Rd. 91 and Old State Road, Berlin Township, Delaware County, Ohio;
- The Park at Greif, Delaware, Ohio, Southeast corner of Greif Parkway and U.S. Route 23, Delaware, Ohio 43015;
  - Optional: Two separate proposals are being solicited for a conduit system and a conduit system with 144 strands of fiber optic lines installed underground throughout The Park At Greif starting at the Southeast corner of Greif Parkway and U.S. Route 23 traveling west on Greif Parkway to Cornerstone Drive and then traveling south along Cornerstone Parkway Drive to the existing streets termination and then traveling directly west approximately 480 feet turning due south on the east side of an existing easement approximately 1500 feet (see Map attached as an Exhibit); and
- SCG Services Data Center, 535 Scherers Court, Worthington, OH 43085-5710

3.1.2 Plan B

Installing, connecting, terminating and testing a high-speed telecommunications fiber optic network that connects three points for the most part along U.S. Route 23 in parts of Delaware and Franklin Counties in Ohio with 144 strands of fiber optic lines. The three points include:

- Delaware County, 241 Cherry Street (or in the alternative 10 Court Street), Delaware, Ohio 43015;
- The Park at Greif, Delaware, Ohio, Southeast corner of Greif Parkway and U.S. Route 23, Delaware, Ohio 43015;
  - Optional: Two separate proposals are being solicited for a conduit system and a conduit system with 144 strands of fiber optic lines installed underground throughout The Park At Greif starting

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at the Southeast corner of Greif Parkway and U.S. Route 23 traveling west on Greif Parkway to Cornerstone Drive and then traveling south along Cornerstone Parkway Drive to the existing streets termination and then traveling directly west approximately 480 feet turning due south on the east side of an existing easement approximately 1500 feet (see Map attached as an Exhibit); and

- SCG Services Data Center, 535 Scherers Court, Worthington, OH 43085-5710

#### 4.0 Proposal Format

In responding to this RFP, contractors must address each of the format requirements detailed in this section. Contractors will submit proposals with tabs inserted to distinguish each section as detailed below.

#### 4.1 Cover Letter

The Cover Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the contractors. The Cover Letter shall provide a summary of the services to be provided and the name and telephone number of a contact person with authority to answer questions regarding the proposal. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues. Whenever possible, representatives within Ohio should be used.

#### 4.2 Project Management and Project Organization

The contractor shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this RFP. The contractor shall list individuals vested with leadership responsibilities for the project, lines of reporting, accountability between contractor and Delaware County. Delaware County assumes that the contractor will propose regular project status meetings.

The contractor shall identify the key project staff (management level) to be assigned to the project including descriptions of their skills, qualifications, experience, and current resumes. All key individuals must be identified by name and title. The inclusive periods and percentage of time each individual will devote to the project must be identified. A project table of organization must also be included. The aforementioned requirements also apply to all sub-contractors, including minority contractors.

The contractor must include the relationships with all sub-contractors, with a clear indication of the roles and responsibilities of all parties providing services. Nevertheless, Delaware County will award the contract to one primary contractor.

#### 4.3 Contractor Profile and Qualifications

Contractors should provide adequate information to allow Delaware County to assess the contractors' backgrounds and relevant experiences. Contractors shall submit written project descriptions detailing the contractors past experience and accomplishments in the area related to the RFP. At least three (3) references must be provided. Contractor shall provide detailed construction experience of the team to be used for this project.

#### 4.4 Project Approach and Work Plan

Contractors shall provide a written work plan describing the workflow necessary to produce the deliverables supporting the requirements described in Section 3.0. The work plan shall provide a detailed narrative of the contractor's approach to satisfy the requirements of the RFP, including a chart/timeline identifying phases, milestones (including dates), activities and tasks, related deliverables, estimated effort in hours by task, and start and end dates for phases. Contractors should provide sufficient detail regarding the estimated project hours so that Delaware County may evaluate the "reasonableness" of the contractor's effort.

The work plan shall identify where milestones are expected, with a clear definition of what shall be accomplished to meet the detailed milestone, including Delaware County's responsibility and contractor responsibility. The contractor shall specifically identify Delaware County's review and approval of the technology systems needed for completion of the project. The Delaware County Project Manager will be available for interviews and assistance in developing the implementation of the work plan for the contractor awarded the RFP.

#### 4.5 Project Cost

Contractors are encouraged to provide itemized cost detail relative to each aspect of the project as well as identification of individual cost supports for individual, identifiable elements. The project cost detail supplied by the contractor must sufficiently explain the components of cost to enhance Delaware County's capability of understanding and comparing project costs. This section shall also disclose any costing assumptions, leverages or economies of scale used by the contractor in arriving at the proposed costs. Costs may be provided on a fee basis and/or on a barter/trade basis with existing telecommunications networks. Delaware County will consider proposals for the installation and development of the Delaware Fiber Link and proposals for the maintenance of this network. This RFP is designed to provide contractors with as much flexibility as possible to provide a solution for the creation and maintenance of the Delaware Fiber Link. Delaware County will review fixed fee proposals as well as trade/barter proposals or a mix of both. Contractors should submit separate prices for both the installation and development and maintenance. All proposals including a fixed fee compensation system should include a detailed cost analysis for labor, materials, installation, project management, and maintenance services. Delaware County is considering providing public financing for this project as permitted and contractors should consider what

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public financing options they will propose to Delaware County.

4.6 Subcontracting

If the contractor uses the services of a subcontractor, the contractor shall identify the subcontractor; describe the skills and qualifications of the subcontractor; describe what portions of the project will be assigned to the subcontractor; identify the costs associated with the portions of the project assigned to the subcontractor; and describe the inclusive periods and percentage of time the subcontractor will devote to the project. The contractor must describe the contractual arrangement contemplated with each subcontractor and describe generally the control/delegation of responsibilities anticipated in that arrangement.

4.7 Partnering

If the contractor plans to partner on the project with one or multiple other organizations as a partner, the contractor shall identify the partner; describe the skills and qualifications of each partner; describe what portions of the project will be assigned to each partner; identify the costs associated with the portions of the project assigned to each partner; and describe the inclusive periods and percentage of time each partner will devote to the project. The contractor must describe the contractual arrangement contemplated with each partner and describe generally the control/delegation of responsibilities anticipated in that arrangement.

4.8 Affirmative Action

The contractor shall submit information detailing its affirmative action policy, including:

- Total number of employees nationwide;
- Percentage of total employees nationwide who are women, African American, Latino, Asian American or Native American;
- Total number of employees located in Ohio;
- Percentage of the total number of employees in Ohio who are women, African American, Latino, Asian American or Native American.

4.9 Conflicts of Interest

No personnel of the contractor may voluntarily acquire personal interest that conflicts with their responsibilities under this contract. Additionally, the contractor will not knowingly permit any public official or public employee who has any responsibility related to this contract or the project to acquire an interest in anything or any entity under the contractor's control if such an interest would conflict with that official's or employee's duties. The contractor will disclose to Delaware County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this contract, unless Delaware County has determined that, in light of the person interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the contractor or any people that work on the project through the contractor have a possible conflict of interest, and, if so, the nature of the conflict. Delaware County has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

4.10 Workers' Compensation Coverage

The selected contractor shall submit a copy of the certificate proving that the contractor and agents are covered by workers' compensation, employees' liability and/or contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of the employees and agents. The selected contractor is responsible for ensuring contractually that any subcontractors and/or partners maintain workers' compensation insurance at all times during the project. Failure to maintain coverage at any time during the term of the contracts shall be deemed a material breach of the contract. Such failure shall deem the contract void in its entirety, and the selected contractor shall not be entitled to any payment pursuant to the contract or otherwise.

4.11 Addendums

There may be one or more addendums to this proposal solicitation. If your company desires to receive copies or notices of any such addendums, you must provide the information requested below to Delaware County Data Center. Please send this information to Stephen A. Lewis via fax at (740) 833-2059 or by e-mail at [slewis@co.delaware.oh.us](mailto:slewis@co.delaware.oh.us). Delaware County will send addendums only to those contractors that timely complete and return this form via fax or provide the requested information by timely e-mail.

RFP number	RFP – _____ Delaware Fiber Link Project
Company name	_____
Mailing address	_____
	_____
Phone number	_____
Fax number	_____
Contact person	_____

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E-mail address \_\_\_\_\_

Send addendums by (check one):  Fax  
 E-mail

E-mailed addendums will be sent in a Microsoft Word 9.0 (Office 2000) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Delaware County.

Addendums will also be posted on the Delaware County web site <http://www.co.delaware.oh.us> under the heading "Current Bids" in a PDF format.

4.12 Affidavits and Forms

The following affidavits and forms will be required and are included as attachments to this RFP and, by this reference, are incorporated herein:

- a. Certification/Affidavit in compliance with O.R.C. Section 3517.13
- b. Non-Collusion Affidavit
- c. Personal Property and Real Estate Tax Affidavit
- d. Declaration of Material Assistance/Non-Assistance to Terrorist Organizations
- e. Certification Regarding Findings for Recovery

4.13 Proposal Bond

Each offeror submitting a Proposal in response to this RFP shall also submit a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00), conditioned that the offeror, if the offeror's proposal is accepted, shall execute a contract in conformity to the RFP.

4.14 Additional Required Contractual Terms

In addition to the required forms set forth in Paragraph 4.12, the contract that may be awarded from this RFP shall include, but not be limited to, the following terms:

- a. Contractor's indemnification of Delaware County;
- b. Contractor's compliance with pertinent non-discrimination laws;
- c. Contractor shall submit a performance and payment bond in favor of Delaware County for the full value of the contract.

5.0 Evaluation of the Proposal

This RFP is being conducted in accordance with the procedures for competitive sealed proposals, pursuant to Section 307.862 of the Revised Code. Delaware County will weigh three (3) factors to determine which offeror submits the proposal determined to be the most advantageous to Delaware County. Proposals will be scored based on allocation of points shown below.

Mandatory Requirements.

Proposals that do not contain the following documents will be determined to be non-responsive as failing to meet the basic requirements of the Proposal. To be considered a responsive proposal, the following documents must be included:

- a. Five copies of the proposal submitted by the deadline,
- b. Cover Letter,
- c. Sample Contract,
- d. Affirmative Action Profile and Policy,
- e. Conflict of Interest Statement,
- f. Proof of Insurance and workers compensation coverage,
- g. Addendums,
- h. Affidavits,
- i. Proposal Bond

Three Key Factors for Contract Award

Factor	Weight Given
1. Project Approach	30 points
a. Collaboration with partners	
i. Subcontractors	
ii. Partners	
iii. Timeliness of project completion	
iv. Timeliness of connection for Consolidated Electric.	
2. Price.	50 points
To include a review of the following submitted by the deadline:	
a. Proposal Cost Data,	
b. Potential Trade/Barter or Fiber Swap Data,	

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- c. Fiber Installation Costs, and/or
  - d. Fiber Maintenance Costs.
3. Ability and history of successfully completing contracts of this type, meeting projected deadlines and experience with similar work. 20 points  
To include a review of the following submitted by the deadline:
- a. Project Management and Project Organization,
  - b. Personnel Profiles and Resumes for the Project Team,
  - c. Contractor Profile and Qualifications, and
  - d. Equipment Quality.

TOTAL CRITERIA WEIGHT 100 points

5.1 Evaluation Team

A selection committee established by the Delaware County Project Manager will evaluate the proposals. The composition will remain consistent for all responses and the selection committee will be responsible for documenting and tabulating the scores for all responses.

5.2 Evaluation Approach

Delaware County shall evaluate all proposals received and rank the offerors based upon the evaluation factors specified above. The Delaware County Project Manager may select one or multiple offeror (s) with which to hold additional discussions based upon the evaluation factors specified above. Delaware County shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Delaware County. Based upon a review of the proposals and potential additional discussions with a select offeror (s), Delaware County shall enter into contract negotiations with the highest ranked offeror. The Delaware County Prosecutor's Office shall review the apparent best proposal contract(s) and both parties must agree to the terms and conditions. Delaware County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and condition shall eliminate the proposal from further consideration. Requests by Delaware County for clarification of proposals shall be in writing. Said requests shall not alter the Proposer's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked offeror. This process may continue until a contract is successfully negotiated.

5.3 Notices

- a. Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;
- b. Delaware County reserves the right to reject, in whole or in part, any proposal that Delaware County has determined, using the factors and criteria established to evaluate proposals, would not be in the best interest of the county;
- c. An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith;
- d. Because segmenting of the project is permitted, Delaware County may award a contract in whole or in part to one or more offerors;
- e. Delaware County may cancel or reissue this RFP if any of the following apply:
  - 1) The supplies or services offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
  - 2) The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds for the project;
  - 3) Delaware County determines that award of a contract would not be in the best interest of the county.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve request for proposals from contractors for the installation and development and potential management and maintenance of the Delaware Fiber Link

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

**RESOLUTION NO. 10-436**

**IN THE MATTER OF AMENDING RESOLUTION 10-424 (APPROVING REQUEST FOR PROPOSALS FROM CONTRACTORS FOR THE INSTALLATION AND DEVELOPMENT AND POTENTIAL MANAGEMENT AND MAINTENANCE OF THE DELAWARE FIBER LINK):**

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It was moved by Mr. O'Brien, seconded by Mr. Hanks to amend Resolution 10-424 (Approving Request For Proposals From Contractors For The Installation And Development And Potential Management And Maintenance Of The Delaware Fiber Link):

RESOLUTION NO. 10-424 is hereby amended by inserting the following paragraph after the initial "Whereas" clause:

Therefore, be it RESOLVED, that the Delaware County Board of Commissioners hereby determines that the use of competitive sealed proposals for the awarding of a contract for the Delaware Fiber Link would be advantageous to the county;

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

**RESOLUTION NO. 10-425**

**8:00 PM RECONVENING OF FINAL HEARING FOR THE O'BRIEN #440 WATERSHED DITCH PETITION PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to reconvene the hearing at 8:08PM.

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

**RESOLUTION NO. 10-426**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**RESOLUTION NO. 10-427**

**IN THE MATTER OF COMMISSIONERS ACCEPTING THE CLAIMS FOR DAMAGES FILED BY DOUG DAWSON V.P. DAWSON FARMS (\$6,053.90) AND DOUG DAWSON V.P. DAWSON FARMS LEASES CJ & L FARMS LLC PROPERTY CJ&L FARMS (\$8,072.07) FOR THE O'BRIEN #440 WATERSHED DITCH PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to accept the claims for damages filed by Doug Dawson V.P. Dawson Farms (\$6,053.90) And Doug Dawson V.P. Dawson Farms Leases CJ & L Farms Llc Property CJ&L Farms (\$8,072.07) For The O'Brien #440 Watershed Ditch Petition Project (Claim labeled "Exhibit A" and is available in the Commissioners' Office file for The O'Brien #440 Watershed Ditch Petition Project):

Whereas, on July 16, 2007, a Ditch Petition For The O'Brien #440 Watershed Ditch Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on February 4, 2008 with Resolution 08-136 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For O'Brien #440 Watershed Ditch Petition Project, and

Whereas, the Board scheduled a final hearing on The O'Brien #440 Watershed Ditch Petition Project on Monday the 1<sup>st</sup> day of March 2010, and

Whereas, before the start of the Monday the 1<sup>st</sup> day of March 2010 public hearing claims for damages were filed by Doug Dawson V.P. Dawson Farms (\$6,053.90) And Doug Dawson V.P. Dawson Farms Leases CJ & L Farms Llc Property CJ&L Farms (\$8,072.07) For The O'Brien #440 Watershed Ditch Petition Project (Claim labeled "Exhibit A" and is available in the Commissioners' Office file for The O'Brien #440 Watershed Ditch Petition Project), and

Whereas, on Monday the 5<sup>th</sup> day of April, at the reconvening of the final hearing, after hearing testimony from property owner the Board is prepared to issue its findings on the claims;

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio accepts the claims for damages filed by Doug Dawson V.P. Dawson Farms (\$6,053.90) And Doug Dawson V.P. Dawson Farms Leases CJ & L Farms Llc Property CJ&L Farms (\$8,072.07) For The O'Brien #440 Watershed Ditch Petition

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Project (Claimed Labeled "Exhibit A" and is available in the Commissioners' Office file for The O'Brien #440 Watershed Ditch Petition Project).

Further Be it resolved, that the Board of Commissioners of Delaware County will notify landowner(s) affected by the accepting of the claims for damages filed by Doug Dawson V.P. Dawson Farms (\$6,053.90) And Doug Dawson V.P. Dawson Farms Leases CJ & L Farms Llc Property CJ&L Farms (\$8,072.07) For The O'Brien #440 Watershed Ditch Petition Project (Claimed Labeled "Exhibit A" and is available in the Commissioners' Office file for The O'Brien #440 Watershed Ditch Petition Project).

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

**RESOLUTION NO. 10-428**

**IN THE MATTER OF COMMISSIONERS REJECTING THE CLAIMS FOR DAMAGES FILED  
MICHAEL CONDIT FOR THE O'BRIEN #440 WATERSHED DITCH PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to reject the claims for damages filed by Michael Condit For The O'Brien #440 Watershed Ditch Petition Project (Claim labeled "Exhibit B" and is available in the Commissioners' Office file for The O'Brien #440 Watershed Ditch Petition Project):

Whereas, on July 16, 2007, a Ditch Petition For The O'Brien #440 Watershed Ditch Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on February 4, 2008 with Resolution 08-136 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For O'Brien #440 Watershed Ditch Petition Project, and

Whereas, the Board scheduled a final hearing on The O'Brien #440 Watershed Ditch Petition Project on Monday the 1<sup>st</sup> day of March 2010, and

Whereas, after the start of the Monday the 1<sup>st</sup> day of March 2010 public hearing Michael Condit submitted a claim for damages For The O'Brien #440 Watershed Ditch Petition Project (Claim labeled "Exhibit B" and is available in the Commissioners' Office file for The O'Brien #440 Watershed Ditch Petition Project), and

Whereas, on Monday the 5th day of April, at the reconvening of the final hearing, the claimant having failed to appear to offer reasons justifying acceptance of the claim after the filing deadline, the Board is prepared to issue its finding on acceptance of the claim;

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio rejects the claims for damages filed by Michael Condit For The O'Brien #440 Watershed Ditch Petition Project (Claimed Labeled "Exhibit B" and is available in the Commissioners' Office file for The O'Brien #440 Watershed Ditch Petition Project) due to the claim being filed late.

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

**RESOLUTION NO. 10-429**

**IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE O'BRIEN #440  
WATERSHED DITCH PETITION PROJECT TO MONDAY APRIL 12<sup>TH</sup>, 2010 AT 9:30AM:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to continue the public hearing to address the O'Brien #440 Watershed Ditch Petition Project to Monday April 12<sup>th</sup>, 2010 at 9:30am.

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

**RESOLUTION NO. 10-430**

**IN THE MATTER OF APPROVING RE-PLATS FOR DEERFIELD AND DEER CREEK AND PLAT  
FOR LITTLE BEAR VILLAGE SECTION 2:**

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

Whereas, the plats for the following developments have been approved by the County Engineer, and

Whereas, the County Engineer recommends that the Commissioners approve the following plats;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following plats.

**Deerfield Re-Plat**

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Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lot No. 5 Quarter Township 1, Township 3 North, Range 19 West, United States Military Lands, Containing In Part 7.135 Acres Of Land Described In A Deed To Thornwood Taggart Road Llc Of Record In Official Record Volume 57, Page 542, Recorder's Office, Delaware County, Ohio. Cost \$12.00

**Deer Creek Re-Plat**

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lot No. 5 And 6, Section 1, Township 1, Township 3 North, Range 19 West, United States Military Lands, Containing 21.681 Acres, Part Of A 62.448 Acres Of Land Described In A Deed To Thornwood Taggart Road Llc Of Record In Official Record Volume 57, Page 542, Recorder's Office, Delaware County, Ohio. Cost \$6.00

**Little Bear Village Section 2**

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 4, Quarter Township 3, Township 3, Range 18, United States Military Lands, Containing 24.062 Acres Of Land, More Or Less, Said 24.062 Acres Being The Remainder Of That Tract Of Land Conveyed To Little Bear Development Llc. By Deed Of Record In Official Record 683, Page 1901, All References Refer To The Records Of The Recorder's Office, Delaware County, Ohio. Cost \$135.00.

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

**RESOLUTION NO. 10-431**

**IN THE MATTER OF APPROVING THE RELEASE OF THE PERFORMANCE BOND FOR GREENS AT NORTHSTAR PHASE 1:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to release the maintenance bond for Greens at Northstar Phase 1:

**Greens at Northstar Phase 1**

Whereas, In July, 2009, your Board entered into agreement with Shumate Development Company, the owner for the above referenced project, and

Whereas, this project has been completed to the satisfaction of this office and The Engineer is, therefore, request the approval to return the Performance Bond being held as surety and release Shumate Development Company from their responsibility to this project.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve returning the Performance Bond being held as surety and release Shumate Development Company from their responsibility to this project.

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

**RESOLUTION NO. 10-432**

**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:

Permit #	Applicant	Location	Type of Work
U10-022	Wide Open West	Orange Road	Install cable TV

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

**RESOLUTION NO. 10-433**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GANNETT FLEMING ENGINEERS AND ARCHITECTS, P.C. FOR DELAWARE COUNTY ENGINEER'S OFFICE GENERAL ENGINEERING SERVICES:**

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



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Whereas, the County Engineer recommends that the Commissioners approve the Professional Services Contract Between The Delaware County Board Of Commissioners And Gannett Fleming Engineers And Architects, P.C. For Delaware County Engineer's Office General Engineering Services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Professional Services Contract With Gannett Fleming Engineers And Architects, P.C. For Delaware County Engineer's Office General Engineering Services:

**PROFESSIONAL SERVICES CONTRACT  
DELAWARE COUNTY ENGINEER'S OFFICE  
GENERAL ENGINEERING SERVICES NO. 2010-1**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 5<sup>th</sup> day of April, 2010 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Gannett Fleming Engineers and Architects, P.C. ("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 Task Orders.

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional engineering services by Task Order as specified in the Scope of Services, dated March 10, 2010, 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 the Standard of Care generally employed by other professional firms who provide the same or similar Services in the project area under similar conditions at the time the Services are provided

**Section 4 – Compensation**

Compensation for Tasks performed under this Agreement shall be in accordance with the Scope of Services and shall not exceed an aggregate sum One Hundred Thousand Dollars (\$100,000.00). Compensation shall constitute full payment for all labor, equipment and materials required to complete the required tasks.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the work performed to date for Task Order(s) authorized by the Administrator in accordance with the Consultant's Price Proposal for each respective Task Order. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. 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**

This Agreement shall be in effect from the date of approval by both parties for a period of up to two (2) years. In the event that unforeseen and unavoidable delays prevent the timely completion of a Task(s) performed 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.
- 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

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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 and properly executed endorsements demonstrating compliance with Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused 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. County understands that Consultant's documents and deliverables relate to a specific Scope of Work and may not be directly applicable to other projects, conditions and circumstances. County shall hold Consultant harmless from any and all damage related to such use unless Consultant shall have an opportunity to review and approve such use in writing.

**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 **Disputes and Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties agree to negotiate any and all disputes arising under this Agreement between and among the Parties' respective senior officers. If a dispute cannot be successfully negotiated, the Parties agree to submit the dispute(s) to a mutually agreeable mediator subject to mediation rules as mutually agreed upon between the Parties. In the event mediation is not successful, or the Parties cannot agree upon the terms of mediation, any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

**RESOLUTION NO. 10-434**

**IN THE MATTER OF APPROVING AN AGREEMENT, ASSOCIATED WITH THE LIBERTY ROAD REALIGNMENT PROJECT, BETWEEN WETLANDS RESOURCE CENTER LLC AND THE DELAWARE COUNTY COMMISSIONER FOR ACRES OF WETLAND CREDITS PURSUANT TO SECTION 404 OF THE CLEAN WATER ACT 33 U.S.C. § 1344:**

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

Whereas, the County Engineer recommends that the Commissioners approve an agreement, associated with the Liberty Road Realignment Project, between Wetlands Resource Center Llc and The Delaware County Commissioner for acres of Wetland Credits Pursuant To Section 404 Of The Clean Water Act 33 U.S.C. §

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1344;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an agreement, associated with the Liberty Road Realignment Project, between Wetlands Resource Center Llc and the Delaware County Commissioner for acres of Wetland Credits Pursuant To Section 404 Of The Clean Water Act 33 U.S.C. § 1344:

**WETLANDS MITIGATION AGREEMENT**  
**Wetlands Resource Center**  
**Little Scioto Wetlands Mitigation Bank**

This agreement between Wetlands Resource Center LLC (WRC), an Ohio Limited Liability Company, and Delaware County Commissioners (Client) conveys from WRC to Client, acres of wetland credits pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344. This agreement is made this 26 day of January, 2010.

**Obligations of WRC**

WRC has applied to, and received, approval from the United States Army Corps of Engineers (Corps) and Mitigation Banking Review Team (MBRT) to preserve, restore and enhance wetland ecosystems at its Little Scioto Wetlands Mitigation Bank, located in Marion County, Ohio. WRC will at its cost design, build and maintain wetland habitat in accordance with the Final Mitigation Plan as approved by the Corps and MBRT. All risks financial, regulatory and otherwise associated with the Little Scioto Mitigation Bank are the responsibility of WRC.

WRC will supply the Corps with the annual monitoring reports for five (5) years and provide confirmation that wetlands restoration, enhancement, and/or preservation was completed on behalf of Client.

WRC will convey to Client credits for acres of wetland category habitat as defined by the Ohio Environmental Protection Agency (OEPA) Ohio Wetland Water Quality Standards to satisfy Client mitigation requirements outlined by the Corps and OEPA.

**Obligations of Client**

Client is required under Section 404 of the Clean Water Act to mitigate wetland impacts at its Liberty Road Re-alignment \_\_\_\_\_ development site located in Delaware County, Ohio.

Client will provide copies of the granted Section 404 permit from Corps and the granted Section 401 Water Quality Certification from Ohio EPA (if needed) to WRC upon receipt to demonstrate regulatory approval of the Little Scioto Mitigation Bank to meet wetland mitigation requirements on the Liberty Road Re-alignment \_\_\_\_\_ development site.

In order to determine the quality of wetland being impacted by Client, Client will conduct a wetland assessment using the Ohio Wetland Rapid Assessment Method (OWRAM) or other approved method as per requirements of the OEPA. Client will provide copies of data forms sheets to WRC with signed agreement for all wetland impacts. Copies of the OWRAM are available from the Ohio Environmental Protection Agency.

Client must purchase credits in one-tenth (0.1) acre increments and WRC reserves the right to apply Client's payment to enhancement, restoration or preservation of wetlands or upland buffer. The Client agrees to purchase credits as listed below:

**Credit Purchase Table**

<b>Impacted Wetland Category</b>	<b>Acres Impacted Completed by Client</b>	<b>Mitigation Ratio</b>	<b>Credits Required (round to next tenth) completed by Client</b>	<b>Credit Category completed by WRC</b>
1	0.16	x 1.5	0.3	
2 non-forested		x 2.0		
2 forested		x 2.5		
3 non-forested		x 2.5		
3 forested		x 3.0		
1 Isolated		x 2.0		
2 Isolated, non-forested		x 2.0		

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2 Isolated, forested		x 2.5		
3 Isolated, non-forested		x 2.5		
3 Isolated, forested		x 3.0		

Client agrees to pay \$3,200 per one-tenth acre credit up to 1.0 acres and \$2,700 per one tenth acre credit for incremental amount above 1.0 acres. A breakdown of the credit costs is indicated below.

Credit Cost Table

Credits	Credit Price	Total
Number of credits purchased (one-tenth increments): ____ up to 1.0 acres	\$3,200/ one-tenth acre	\$9,600
Number of credits purchased over 1.0 acres (one-tenth increments): ____	\$2,700/ one-tenth acre	\$0.00
	<b>Total</b>	<b>\$9,600</b>

**Mitigation Credit Payment**

WRC offers two payment options for purchase of credits at the Little Scioto Mitigation Bank. Please circle option choice.

**Option 1 (this one)**

Client may elect to pay for 100% of the purchase price upon signing this agreement, and take a 10% cash discount. This Option must be selected prior to issuance of any OEPA or USACE permits.

*Option 2 (not this one) Client may elect to pay 10% of the purchase price upon signing this agreement, with the remaining 90% due within (30) days or receipt of the Section 404 permit from the Corps.*

In consideration of utilizing mitigation credits from WRC's Little Scioto mitigation bank, Client agrees to pay WRC \$ \$8,640\_\_\_\_\_ for credits purchased as outlined above. If client fails to receive regulatory approval then all monies paid will be returned to the Client.

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

**RESOLUTION NO. 10-435**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Whereas, The County Administrator recommends this measure for adoption by the Board,

The Director of Job and Family Services recommend approving Leave-With-Out-Pay for Stephanie Acker, an Income Maintenance Worker III in DJFS, for March 22, 2010 thru April 30, 2010.

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

**RESOLUTION NO. 10-436**

**IN THE MATTER OF AMENDING RESOLUTION 10-424 (APPROVING REQUEST FOR PROPOSALS FROM CONTRACTORS FOR THE INSTALLATION AND DEVELOPMENT AND POTENTIAL MANAGEMENT AND MAINTENANCE OF THE DELAWARE FIBER LINK):**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to amend Resolution 10-424 (Approving Request For Proposals From Contractors For The Installation And Development And Potential Management And Maintenance Of The Delaware Fiber Link):

RESOLUTION NO. 10-424 is hereby amended by inserting the following paragraph after the initial "Whereas" clause:

Therefore, be it RESOLVED, that the Delaware County Board of Commissioners hereby determines that the use of competitive sealed proposals for the awarding of a contract for the Delaware Fiber Link would be advantageous to the county;

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

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**RESOLUTION NO. 10-437**

**IN THE MATTER OF APPROVING TIME APPROVAL FORM FOR THE JOINT ECONOMIC DEVELOPMENT ORGANIZATIONAL KEY 21011113 FOR PAY PERIOD 1001007:**

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

The Board of Commissioners approves the Time Approval Form For The Joint Economic Development Organizational Key 21011113 For Pay Period 1001007.

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

**COMMISSIONERS' COMMITTEES REPORTS  
(Refer To Cd Minutes For Entire Record)**

**Commissioner Hanks**

- Conveyance Fees
- Insurance Reimbursement
- Mainstreet Delaware First Friday
- Martin Luther King
- Wind Damage at Fair Grounds
- Pin Wheels on Lawn for Child Abuse Prevention

**Commissioner O'Brien**

- Job and Family Services Monthly Report
- attended the EMA Meeting; CFOA and Power Outage Training Drills

**Commissioner Thompson**

- Juvenile Court Garden Program

**George Kaitsa, County Auditor**

- U.S. Census Response For Delaware County Is Up To 68%

**RESOLUTION NO. 10-438**

**IN THE MATTER OF ADJOURNING THE MEETING:**

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

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

\_\_\_\_\_  
Todd Hanks

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Tommy Thompson