

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 12, 2010

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

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

9:30 AM Reconvening Of Final Hearing For The O'Brien #440 Watershed Ditch Petition Project

RESOLUTION NO. 10-450

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

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 8, 2010; and

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

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

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

Public Comment  
(Refer To Cd Minutes For Entire Record)

Some Speakers Deferred Time To Speak To When The Item Was Addressed By Commissioners

Richard Dawson; For O'Brien Ditch Petition; No Comment

Phil Panzarella, Berlin Township Trustee Spoke In Favor Of:  
-Approval Of An Easement Agreement With Neil And Dana Mattison For The Cheshire Elementary School Sanitary Sewer Improvements Project  
-Presentation Central Alum Creek; (Providing Sanitary Sewer Service To The Central Alum Creek Service Area "B")  
- Continuing The Current Employment Of The County Administrator At The Current Rate Of Pay

Ray Armstrong, Berlin Township Zoning Spoke In Favor Of:  
-Presentation Central Alum Creek  
-Providing Sanitary Sewer Service To The Central Alum Creek Service Area "B"

Ron Bullard, Berlin Township Trustee Spoke In Favor Of:  
- Presentation Central Alum Creek  
-Providing Sanitary Sewer Service To The Central Alum Creek Service Area "B"

Treasurer Jon Peterson Spoke In Favor Of:  
-Continuing The Current Employment Of The County Administrator At The Current Rate Of Pay

Auditor George Kaitsa Spoke In Favor Of:  
-Continuing The Current Employment Of The County Administrator At The Current Rate Of Pay

PRESENTATION: CHERYL STARON, OHIO REGIONAL DEVELOPMENT COMMISSION,  
"STATE OF FAIR HOUSING IN DELAWARE COUNTY"

RESOLUTION NO. 10-451

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0409:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0409 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1003618	TURNING POINT	SUBSIDIZED EMPLOYMENT	22411601 - 5301	\$6,450.00	0001

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R1003618      TURNING POINT    TRAINING                      22411601 - 5305                      \$350.00                      0002

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
CORSA	Liability Insurance	60111901-5370	\$ 5,000.00
Teresa Beach	Adoption Assistance (Line 1)	22511607-5350	\$ 2,000.00
Teresa Beach	Adoption Assistance (Line 2)	22511607-5215	\$ 200.00
Carrie/Robert Smith	Adoption Assistance	22511607-5350	\$ 2,000.00
Project Management	Software for WIA Programs	22311614-5348	\$ 5,000.00

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

**RESOLUTION NO. 10-452**

**IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0409GC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0409GC.

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

**RESOLUTION NO. 10-453**

**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 Emergency Medical Services Department is requesting that Rob Farmer attend a Long-Term Care Stakeholder Meeting April 26-28, 2010 in Atlanta, GA, at no cost.

The Code Compliance Department is requesting that Joseph Amato attend The International Association Of Electrical Inspectors State Conference May 3 – May 5, 2010 in Mason, Ohio, at the cost of \$335.00 (Fund number 10011301).

The Administrative Services Department is requesting that Christine Shaw attend an Ohio County Archivists and Records Manager Association Training in Columbus, Ohio April 16, 2010, at the cost of \$28.00 (Fund Number 10011103)

The Engineer's Office is requesting that Rob Riley attend various NACE and CEAO Conference at various locations and date in 2010 at the cost of \$4,200.00 (Fund Number 29214001).

The Department of Job and Family Services is recommending that Julie King attend a Coping With Change Training in Franklin County April 30, 2010, at no cost.

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

**RESOLUTION NO. 10-454**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION TO GRANT FUNDS TO THE DELAWARE COUNTY FAIR:**

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

WHEREAS, The Delaware County Fair has requested funding from Delaware County in the amount of \$5,800 to design repairs to the platform seating, and

WHEREAS, Delaware County is interested in ensuring the safety of the visitors at the Fair, and

WHEREAS, Without the repair to the platform seating the Fair will be unable to use the seating and would lose considerable revenue

THEREFORE BE IT RESOLVED that the Board of County Commissioners approve a supplemental appropriation in the amount of \$5,800 to Org key 10011102 - 5601. The Board also approves a purchase order and voucher in the amount of \$5,800 to the Delaware County Fair.

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

**RESOLUTION NO. 10-455**

**IN THE MATTER OF APPROVING THE VACATION AND RELEASE OF EASEMENT OF A PORTION OF A TEMPORARY DITCH MAINTENANCE EASEMENT GRANTED TO IT BY NORTH ORANGE DEVELOPMENT, LLC FOR THE DELAWARE COUNTY LIBRARY'S PARCEL:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following Vacation And Release Of Easement Of A Portion Of A Temporary Ditch Maintenance Easement Granted To It By North Orange Development, Llc For The Delaware County Library's Parcel:

**VACATION AND RELEASE OF EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that effective this 12 day of April, 2010, the undersigned **DELAWARE COUNTY BOARD OF COMMISSIONERS, a/k/a Delaware County Commissioners**, a political subdivision of the State of Ohio, hereby permanently surrenders, vacates, and releases a portion of that certain Temporary Ditch Maintenance Easement granted to it by North Orange Development, LLC by instrument dated February 4, 2004 and recorded February 25, 2004 at **Volume 0473, Page 2243** in the Delaware County Recorder's Office, such surrendered, vacated, and released portion of the easement being described and depicted on **Exhibit A** attached hereto. The surrendered, vacated, and released portion of the easement pertains to tax parcel number **31823013003001** conveyed to the Board of Trustees of the Delaware County Library District by deed recorded at **Volume 881, Page 0017** in the Delaware County Recorder's Office. Further, the undersigned hereby authorizes and directs the Delaware County Recorder to record this Vacation and Release of Easement in the County Records.

IN WITNESS WHEREOF, the undersigned has caused this Vacation and Release of Easement to be executed effective the day and year first above stated.

**Exhibit A**

**Vacation Description  
Of a Portion of that Drainage Ditch Maintenance Easement  
Conveyed to Delaware County Commissioners  
Accepted in Resolution 04-219**

Situated in the State of Ohio, Delaware County, Orange Township, Farm Lot 6, Section 2, Township 3, Range 18, United States Military Lands, and being a portion of that temporary ditch maintenance easement described as easement "A-3" conveyed to the Delaware County Commissioners in Official Record 473, Page 2243 and accepted by Resolution 04-219 of record in Official Record 473, Page 2251, said easement area being vacated is located over that 5.00 acre tract conveyed to the Board of Trustees of the Delaware County Library District in Official Record 881, Page 0017, being Lot 7529 of "North Orange Section 1, Phase 2, Part B, Lot 6606, Division 1" recorded in Official Record 880, Page 1225, all references are to records in the Recorder's Office, Delaware County, Ohio, said area to be vacated is more particularly described as follows:

Beginning for reference at the southwest corner of Lot 7529, being in the east line of Gooding Boulevard; Thence North 11°26'59" West, along the east line of Gooding Boulevard, 73.67 feet to the point of intersection of the south line of said easement area and Gooding Boulevard, being the true point of beginning:

Thence continuing along the east line of Gooding Boulevard, North 11°26'59" West, 50.28 feet to the intersection of the north line of said easement area and Gooding Boulevard;

Thence along the north line of said easement, crossing a portion of Lot 7529, the following two courses:

1. North 84°33'10" East, 264.98 feet to a point;
2. South 88°38'14" East, 143.51 feet to a point in the south line of Lot 7529;

Thence along part of the south line of Lot 7529, South 69°28'47" West, 134.15 feet to a point in the south line of said easement;

Thence crossing a portion of Lot 7529 the following two courses:

1. North 88°38'14" West, 16.04 feet to a point;
2. South 84°33'10" West, 256.75 feet to the point of beginning.

Containing 0.391 acres of land.

For the purpose of this description, a bearing of North 11°26'59" West was used for the east line of Gooding Boulevard as shown on the recorded plat "North Orange Section 1, Phase 2, Part B, Lot 6606, Division 1", of record in Official Record 880, Page 1225, Recorder's Office, Delaware County, Ohio.

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

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**PUBLIC COMMENT****(Refer To Cd Minutes For Entire Record)****RESOLUTION NO. 10-456****IN THE MATTER OF CONTINUING THE CURRENT EMPLOYMENT OF THE COUNTY ADMINISTRATOR AT THE CURRENT RATE OF PAY:**

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

Whereas, The Ohio Revised Code 305.30 allows the appointment of a county administrator, and

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, approve the current employment of the current county administrator at the current rate of pay thru December 31, 2010.

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

**RESOLUTION NO. 10-457****9:30 AM RECONVENING OF FINAL HEARING FOR THE O'BRIEN #440 WATERSHED DITCH PETITION PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to reconvene the hearing at 9:37AM.

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

**RESOLUTION NO. 10-458****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. Thompson 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. 10-459****IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE O'BRIEN #440 WATERSHED DITCH PETITION PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to close the hearing at 9:40AM.

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

**RESOLUTION NO. 10-460****IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER FOR O'BRIEN #440 WATERSHED DITCH PETITION PROJECT:**

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

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 on Monday the 1<sup>st</sup> day of March 2010, opened and continued to Monday the 5<sup>th</sup> day of April 2010 and to Monday the 12<sup>th</sup> day of April 2010, a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for O'Brien #440 Watershed Ditch Petition Project; and

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Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, 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:

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 and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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.

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

**RESOLUTION NO. 10-461**

**IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE O'BRIEN #440 WATERSHED DITCH PROJECT:**

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

Whereas, the Board on Monday the 1<sup>st</sup> day of March 2010, opened and continued to Monday the 5<sup>th</sup> day of April 2010 and to Monday the 12<sup>th</sup> day of April 2010, a final public hearing and with resolution NO. 10-460 found affirming order for The O'Brien #440 Watershed Ditch Petition Project; and

Whereas, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments.

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

The Board hereby approves the O'Brien #440 Watershed Ditch Petition Project assessments prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, and

FURTHER BE IT RESOLVED, That the Board fixes the 24<sup>th</sup> day of May, 2010 as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

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

**RESOLUTION NO. 10-462**

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**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR THE DELAWARE COUNTY DISTRICT LIBRARY ORANGE BRANCH:**

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

Whereas, the County Engineer recommends that the Commissioners approve the following Ditch Maintenance Petition And The Ditch Maintenance Assessments;

WHEREAS, on April 7, 2010 a Ditch Maintenance Petition for the **Delaware County District Library Orange Branch** was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within the subdivision; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements being \$45,100.00 for the benefit of a total of 5 Acres, the basis for calculating the assessment for each lot/Acre is, therefore, \$9,020.00 per lot. An annual maintenance fee equal to two percent (2%) of this basis (\$902.00) shall be collected for each lot/Acre. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all of the lots/Acres in the amount of \$902.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3. 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.

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

**RESOLUTION NO. 10-463**

**IN THE MATTER OF APPROVING THE RELEASE OF THE PERFORMANCE BOND FOR NORTHSTAR SECTION 1 – WILSON ROAD CHANGE ORDER NUMBER 3:**

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

**Northstar Section 1 – Wilson Road Change Order Number 3**

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 the Engineer's Office and The Engineer, therefore, request the approval to return the Performance Bond being held as surety and release Shumate Development Company from their responsibility to this project.

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

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

**RESOLUTION NO. 10-464**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY AND SANDS, INC FOR THE PORTER CENTRAL ROAD AND CENTERBURG ROAD INTERSECTION IMPROVEMENT PROJECT:**

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

**DEL – TR 12-0.00  
Porter Central Road and Centerburg Road  
Intersection Improvement Project  
Bid Opening of March 30, 2010**

Whereas, after the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Shelly and Sands, Inc. of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information, and

Whereas, the County Engineer recommends that the Commissioners approve the following contract with Shelly and Sands, and

Whereas, the Engineer's Office has received all required documentation (Certification/Affidavit in Compliance with ORC Section 3517.13, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization Form) for the approval of this contract.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Shelly and Sands, Inc for the Porter Central Road and Centerburg Road Intersection Improvement Project:

**CONTRACT**

THIS AGREEMENT is made this 12<sup>th</sup> day of April, 2010 by and between Shelly and Sands, Inc., hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Shelly and Sands, Inc.  
1515 Harmon Ave.  
PO Box 2469  
Columbus, Ohio 43223-2469

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the "Del – TR-12-0.00 Porter Central Road and Centerburg Road Intersection Improvement Project", and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Six Hundred Sixteen Thousand Nine Hundred Seventy Dollars and Forty-Five Cents (\$616,970.45)**, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions

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

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

**RESOLUTION NO. 10-465**

**IN THE MATTER OF APPROVING ESTIMATE, BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE 2010 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM:**

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

Whereas, the County Engineer recommends approval of the Estimate, Bid Specifications And Bid Opening Date And Time For The Project Known As The 2010 Delaware County Road Improvement Program;

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 AM, Tuesday, May 4, 2010, at which time they will be publicly opened and read aloud, for the project known as 2010 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "Sealed Bid for 2010 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM". Bids shall be accompanied by a Bid Bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained by bidders from the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 OR can be downloaded from the Delaware County Engineer's Website at WWW.DELAWARECOUNTYENGINEER.ORG**. Cost for each set of plans & specifications that are picked up at the office is \$25 and the cost is not-refundable. Registration with the Delaware County Engineer's Office is required to be a bidder.

The Owner requires that all work associated with the project be completed before September 10, 2010 and the estimated commencement of work date of May 13, 2010. No township work shall begin before the commencement date. This will allow townships to review, sign and return all contract documents to the awarded contractor.

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

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

Delaware Gazette Advertisement Dates: **April 16 and April 23, 2010**

**GENERAL INFORMATION**

**LOCATION** The project location includes various county roadways within the County of Delaware. Also included in the awarding of this contract are the following townships located in Delaware County: Brown, Concord, Delaware, Genoa, Harlem, Kingston, Liberty, Orange, Radnor, Scioto, Thompson and Troy.

**PROJECT SCOPE** This project includes various improvement methods and/or processes to existing roadways within the various township and county transportation systems.

**County - Paving**

**Township-** Improvements to approximately 30 miles of Township roadway including paving approximately 25,532 tons of asphalt concrete, applying 33,826 SY of Microsurfacing, chip sealing 448,539 SY, applying slurry seal to 142,225 SY, planing 88,196 SY of existing pavement, fog sealing 2,606 SY, applying fiberized SAMI to 35,893 SY of milled and/or existing roadway surface, placing 11,784 SY of cold mix, applying 110,736 lbs. of



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crack seal, repairing pavement on various roads in the amount of 238 CY and striping approximately 43 miles of various township roads.

**O.D.O.T. SPECIFICATIONS**

The State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2010 and the noted Standard Construction Drawings, and Proposal Notes shall govern this project unless otherwise directed by the Delaware County Engineer. Copies of the State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2010, may be purchased by contacting the Ohio Department of Transportation, Office of Contracts, 1980 West Broad Street, Columbus, Ohio 43223. Phone (614) 466-3778 or 3200: Customer Service.

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word "State" occurs, it is to mean OWNER. Wherever the word "Department" occurs, it is to mean OWNER. Wherever the words "Director", "Deputy Director" or "Engineer" occur, it is to mean DELAWARE COUNTY ENGINEER.

**MAINTENANCE OF TRAFFIC**

Project shall be completed on or before September 4, 2009. The estimated date for the Notice to Proceed will be issued on Monday, May 4, 2009. NO WORK SHALL BEGIN UNTIL ALL REQUIRED CONTRACT DOCUMENTS HAVE BEEN SIGNED AND RETURNED TO CONTRACTOR.

**UTILITIES AND CLEARING AND GRUBBING**

Coordination with any utility companies that may be involved if utility conflicts do arise is considered to be a subsidiary obligation of the Contractor under this contract. OUPS notification number: 1.800.362.2764.

**ESTIMATE FOR THE 2010 ROAD IMPROVEMENT PROGRAM**

ROAD	FROM	TO	MILES	ESTIMATE
(13) WORTHINGTON	HANAWALT	POLARIS PKWY	0.64	\$51,100.00
(21) AFRICA 2	LEWIS CENTER	CHESHIRE	2.24	\$103,600.00
(24) S OLD 3C HWY	BIG WALNUT	V O GALENA	2.79	\$134,600.00
(27) GORSUCH	RED BANK	HARLEM	0.86	\$22,800.00
(35) 3 B'S & K	US36/SR37	KILBOURNE	4.49	\$800,600.00
(46) MEREDITH STATE	CONDIT	N COUNTY LINE	1.89	\$56,700.00
(65) COUNTY HOME	US 42	SR 521	2.33	\$107,500.00
(65) KILBOURNE	SR 521	SR 61	6.73	\$301,000.00
(80) LEONARDSBURG E	US 42	N OLD STATE	2.72	\$46,400.00
(96) GREGORY	CHESHIRE	BERLIN STATION	1.08	\$220,500.00
(128) MANLEY	DUBLIN CITY LIMIT	UNION CL	0.09	\$19,400.00
(202) NORTON	SR 203	NORTON-WALDO	5.57	\$158,600.00
(203) CURTIS	SR 203	MARION C L	2.38	\$42,700.00
(221) LEONARDSBURG W	HORSESHOE	US 42	2.27	\$38,700.00
SPECIAL ITEMS				\$285,500.00
<b>TOTAL(S)</b>			33.20	<b>\$2,389,700.00</b>

**Now Therefore Be It Resolved**, that the Delaware County Board of Commissioners approve the Estimate, Bid Specifications And Bid Opening Date And Time For The Project Known As The 2010 Delaware County Road Improvement Program.

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

**RESOLUTION NO. 10-466**

**IN THE MATTER OF APPROVING THE ISSUANCE OF A PURCHASE ORDER FOR A TRAFFIC SIGNAL PRE-EMPTION SYSTEM FOR ROUTE 23 AND OLENTANGY CROSSINGS:**

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

**Traffic Signal Pre-emption System  
U.S. Route 23 and Olentangy Crossings**

Whereas, the Delaware County Engineer's Office has received three quotes from reputable companies for the installation of the referenced system, and

Whereas, the lowest quote came from Jess Howard Electric. A copy of the quote tabulation is available for

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your information. Also available are copies of Jess Howard’s bid bond and the approved permit from the State of Ohio for this work.

The Engineer therefore, recommends the issuance of a Purchase Order in the amount of \$8,068.88 for Jess Howard Electric to complete this work.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a Purchase Order in the amount of \$8,068.88 for Jess Howard Electric to complete this work.

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

**RESOLUTION NO. 10-467**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:**

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

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

**Fund Transfers**

<b>From</b>	<b>To</b>	
22311611-5801	22411603-4601	
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenue	\$ 156,841.20
22511607-5801	22411604-4601	
Children Services/Transfers	JFS Children Services/Interfund Revenue	\$ 330,000.00

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

**RESOLUTION NO. 10-468**

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

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

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

The Director of Job and Family Services recommends to hire Larry Green as the Employment Services Representative for Job and Family Services; effective April 14, 2010.

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

**RESOLUTION NO. 10-469**

**IN THE MATTER OF APPROVING THE BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE MENTAL HEALTH DOCKET:**

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

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

Grant #	2009-JG-C01-6596	
Source:	Ohio Office of Criminal Justice Services	
Grant Period:	January 1, 2010 to December 31, 2010	
Federal Grant Amount:	\$ 30,000.00	
Local Match:	<u>\$ 10,000.00*</u> Split	\$5,000 from Commissioners \$5,000 from Del. Municipal Ct.
Total Grant Amount:	\$ 40,000.00	

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The docket's primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

**RESOLUTION NO. 10-470**

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**IN THE MATTER OF APPROVING THE INITIAL 15% PAYMENT FOR THE MENTAL HEALTH DOCKET GRANT FOR ADULT COURT SERVICES :**

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

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

Grant #	2009-JG-C01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,000.00
Local Match:	\$ 5,000.00
Local Match – City:	<u>\$ 5,000.00</u>
Total Grant Amount:	\$ 40,000.00

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

**RESOLUTION NO. 10-471**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN FABRIZI TRUCKING AND PAVING COMPANY, INC. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE CONSTRUCTION OF THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS PROJECT:**

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

Whereas, the Delaware County Board of Commissioners have previously authorized that a Notice of Award be presented to Fabrizi Trucking and Paving Company, Inc., as the submitters of the lowest and best bid for the Cheshire Elementary School Sanitary Sewer Improvements project, and

Whereas, the Cheshire Elementary School Sanitary Sewer Improvements project has been divided into Phases 1 and 2, and

Whereas, the bid price submitted by Fabrizi Trucking and Paving Company, Inc for the Phase 1 work is equal to \$756,228.00, and the Phase 2 work is \$275,999.00, for a total of \$1,032,227.00, and

Whereas, County Staff has evaluated the bid package and has determined that it conforms to the specifications, and

Whereas, County Staff recommends executing an agreement with Fabrizi Trucking and Paving Inc. for the required services for both Phases 1 and 2.

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

Therefore be it resolved that the Board of County Commissioners approve the agreement with Fabrizi Trucking and Paving Company, Inc. of Valley City, Ohio for the construction of the Cheshire Elementary School Sanitary Sewer Improvements.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order for Fabrizi Trucking and Paving, Inc. in the amount of \$1,032,227.00 from org key 66711905-5415.

**CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS  
AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND “CONTRACTOR”**

This AGREEMENT is by and between Delaware County Board of Commissioners, Delaware, Ohio  
(Owner) and Fabrizi Trucking and Paving Company, Inc.  
(Contractor).

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

**ARTICLE 1 - WORK**

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

*Cheshire Elementary School Sanitary Sewer Improvements. Improvements generally include the installation of a 15" and 16" diameter trunk sewer to serve the proposed Cheshire Elementary School on Gregory Road and existing properties east of Gregory Road.*

**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:

*Improvements generally include the installation of a 15" and 16" diameter trunk sewer to serve the proposed Cheshire Elementary School on Gregory Road and existing properties east of Gregory Road.*

**ARTICLE 3 - ENGINEER**

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

**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence

A. 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. It is anticipated that all of the required construction easements may not be able to be obtained on the south side of Cheshire Road by the time that the project is bid by the OWNER or by the anticipated construction start date. In order to construct the majority of the sanitary sewer so that service may be provided for the elementary school in a timely manner, the CONTRACTOR will be required to construct the sewer in phases.

**Phase 1**

Phase 1 shall begin with installation of manhole #7, and proceed to manhole #26. The construction of the Phase 1 sewer shall then be tested with the specified tests and finalized to the point of substantial completion. The OWNER will then issue the CONTRACTOR substantial completion for Phase 1. The CONTRACTOR shall then connect the existing 8" sanitary service for the school into manhole #26 as shown on the plans. The work for Phase 1 will be substantially complete within 90 days after Notice to Proceed, and complete and ready for final payment within 180 days.

**Phase 2**

When all of the construction easements are obtained, Phase 2 may begin. Phase 2 will consist of the installation of manholes #1 through #7. If all of the construction easements are not obtained within 120 days following the completion of Phase 1, Phase 2 may be dropped from the project unless the OWNER and CONTRACTOR agree to a time extension (Change Order). The work for Phase 2 is to be completed and ready for final payment within 180 days after Notice to Proceed.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an

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amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions, or as amended by the Supplementary Conditions. Applications for Payment will be 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 recommendations of the Engineer 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 as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed):

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, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 50 percent of Engineer's estimate 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.

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 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one percent (1.0%) per annum.

**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 obtained and carefully studied (or assumes responsibility for doing so) all 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, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

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E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 - CONTRACT DOCUMENTS**

9.01 Contents

A. The Contract Documents consist of the following:

1. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award (page CF-65, inclusive).
  - b. Notice to Proceed (page CF-66, inclusive).
  - c. Work Change Directive(s).
  - d. Change Order(s).
  - e. Field Order(s).
  - f. Certificate of Substantial Completion
  - g. Contractor's Application for Payment
2. Addenda (numbers 1 to 3, inclusive).
3. This Agreement (pages CF-1 to CF-7, inclusive).
4. Supplementary Conditions (pages CF-56 to CF-63, inclusive).
5. General Conditions (pages CF-14 to CF-55, inclusive).
6. Drawings as listed in the table of contents of the Project Manual.
7. Specifications as listed in the table of contents of the Project Manual.
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages BF-4 to BF-8, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
9. Legal and Fiscal Officers (page CF-8, inclusive)
10. Performance bond (pages CF-9 to CF-10, inclusive).
11. Payment bond (pages CF-11 to CF-12, inclusive).
12. Contract bond (pages BF-13 to BF-14, inclusive).
13. Certificate of Insurance (pages CF-13A to CF-13B, inclusive).

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

C. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.

D. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.

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

F. The Contract Documents may only be amended, modified, or supplemented as 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 stated in the General Conditions and the Supplementary Conditions.

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 Findings for Recovery

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

10.06 Campaign Finance – Compliance with O.R.C. § 3517.13

A. 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.

10.07 Homeland Security

A. Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such

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

10.08 Not Used

10.09 Contractor agrees to the following:

A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

B. That Contractor, any subcontractor, or any person on Contractor's or subcontractor's behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

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

**RESOLUTION NO. 10-472**

**IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH NEIL AND DANA MATTISON FOR THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS PROJECT:**

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

Whereas the Board of County Commissioners have previously executed a resolution of necessity for the Cheshire Elementary School Sanitary Sewer Improvements Project, and

Whereas a permanent access easement from Neil R. and Dana J. Mattison at 3433 Cheshire Road in Berlin Township, Ohio is required for future access to the proposed improvements, and

Whereas the required easement is detailed in Exhibit 1, and

Whereas County Sewer District Staff negotiated a value of three hundred and two dollars (\$302) for the required easement, and

Whereas County Sewer District Staff recommends this negotiated value for the proposed easement,

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

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with Neil R. and Dana J. Mattison for the purchase of the easements as described in Exhibit 1.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for payment in the amount of \$302.00 to Neil R. and Dana J. Mattison from 66711905-5401.

(Copy of Exhibit 1 available in the Sanitary Engineer's Department until no longer of administrative value.)

**EASEMENT AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 12<sup>th</sup> day of April, 2010, by and between Neil and Dana Mattison, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Exhibit 1.



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The purchase price of said Easement is Three hundred and two dollars (\$302) upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before April 16, 2010 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

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

**RESOLUTION NO. 10-473**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN ITT WATER & WASTEWATER, USA AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE REPAIR AND UPGRADE OF FLYGT SUBMERSIBLE MIXERS FOR THE DELAWARE COUNTY DIVISION OF ENVIRONMENTAL SERVICES:**

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

Whereas, sealed bids for Repair and Upgrade of Flygt and ABS Submersible Mixers (Bid # DCRSD 09-03) were received by the County of Delaware, Ohio at the Division of Environmental Services at 3:00 PM local time December 10, 2009; and

Whereas, ITT Water & Wastewater, USA has been identified as the lowest and best bid for bid items 1-21 (Flygt mixers); and

Whereas, the Division has evaluated the bid package and has determined that it conforms to the specifications; and

Whereas, the Division recommends executing the agreement with ITT Water & Wastewater, USA for bid items 1-21 (Flygt mixers).

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

Therefore be it resolved that the Board of County Commissioners approve the agreement with ITT Water & Wastewater, USA for bid items 1-21 to Repair and Upgrade Flygt Submersible Mixers.

**SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into at Delaware, Ohio, on the date(s) set forth at the end hereof, by and between the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the "Board," and **ITT Water & Wastewater USA, Inc.** of Milford, Ohio hereinafter referred to as the "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**WITNESSETH:**

WHEREAS, the Board is desirous of securing the Work referred to in the Invitation to Bid, attached as Exhibit "A", and as specified herein, and

WHEREAS, the Contractor is qualified, experienced and willing to perform Work as described herein, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the Board and the Contractor mutually desire to perform the obligation embodied in Exhibit "A" and as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as specified in Exhibit "A" and as follows:

**ARTICLE ONE: THE WORK**

The Contractor agrees to perform the services and furnish all labor, equipment, materials and supplies for DCRSD 09-03 Bid Items 1 thru 21 as delineated in the Exhibit "A" which is made a part hereof as if fully rewritten herein. The term "Work" as used herein means the performance of all services and the provision of all labor, materials, equipment or supplies as required in Exhibit "A" - Bid Items 1 thru 21 of DCRSD 09-03" attached hereto. The Work is generally described as repair and upgrade of Flygt and ABS submersible mixers in which the County cannot perform because of the lack of labor or applicable equipment and or materials. The Contractor shall conduct the

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Work in accordance with this agreement and Exhibit "A," which is made a part hereof as if fully rewritten herein. The Contractor acknowledges that his company is competent in the execution of the Work as contemplated herein.

**ARTICLE TWO: SCHEDULE OF PAYMENTS**

The Board and Contractor agree that labor and equipment rates detailed in the contractors bid documents, Exhibit "B", will be used to invoice the County for all work performed through this agreement. All work shall be billed using the actual time and materials accrued as the basis of payment. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not equal or exceed \$379,805.00 in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

**ARTICLE THREE: STANDARD OF PERFORMANCE**

The Contractor agrees to comply with all laws, ordinances and regulations of the County, Township, City or State of Ohio that may be applicable to its operation hereunder. Operation shall be rendered in a clean, sanitary, neat, courteous and efficient manner and Contractor will instruct its employees accordingly. In the event Contractor is found to be in violation of laws, regulations, permits or license applicable to said operation as adopted by any legal body (county, township, state) or as may be ruled by a court of competent jurisdiction and said violations are not corrected in seven days, unless the time for correction is extended in writing by the County for reasonable cause the County shall have the right to void this Agreement upon written notice to the Contractor to this effect without penalty to the County or appeal by the Contractor. Contractor shall perform all work and disposal of all debris and or waste according to accepted modern standards, including any applicable government rules, regulations or license requirements under the supervision of an experienced person to be named by the contractor. If available, the County may provide a disposal site/location for debris and or waste that is collected from County facilities.

**ARTICLE FOUR: CONFLICT OF INTEREST**

This Agreement in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Board, assuming that such other contractual work in no way impedes the Contractor's ability to perform the services required under this Agreement. The Contractor hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

**ARTICLE FIVE: ASSIGNMENTS**

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

**ARTICLE SIX: GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio. Any and all legal disputes shall be filed in and heard before the Courts of Delaware County, Ohio.

**ARTICLE SEVEN: INTEGRATION AND MODIFICATION**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

**ARTICLE EIGHT: SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**ARTICLE NINE: TERMINATION**

The Board may terminate this Agreement in the event that the Board is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Contractor at least seven (7) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The Board, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within seven (7) days of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become

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unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Contractor has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the Board, and further the Board shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the Board. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor; and the Board may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of damages due the Board from the Contractor is agreed upon or otherwise determined.

**ARTICLE TEN: COMPLIANCE**

The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Contractor and all employees engaged by the Contractor for the performance of the work authorized by this Agreement.

**ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE**

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, clean up and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. Contractor shall be respectful of the County's customers and the general public. The Contractor understands that some requested activities and their related consequences (e.g. sewer cleaning with high pressure jetting, by pass pumping, etc.) require public notification even under emergency conditions. Therefore the Contractor shall cooperate with the County to insure the public notice has been provided to the potential affected households and or public. The Contractor shall not permit employment of persons not skilled in tasks assigned to them. The Contractor shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

**ARTICLE TWELVE: DAMAGE AND LOSS**

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to County property caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the Board or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the Board as soon as possible when such emergency arises. In the event that the Contractor causes a Sanitary Sewer Overflow (SSO) and or unregulated discharge because of the Contractor's negligence, neglect and errors, etc. the Contractor will be solely responsible for all mitigation required by controlling regulatory agencies related to this occurrence.

**ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the Board and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the Board.

**ARTICLE FOURTEEN: NON-DISCRIMINATION**

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor, or any person claiming through the Contractor, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

**ARTICLE FIFTEEN: INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold free and harmless the Board, and all other elected officials of Delaware County, Ohio, and shall protect, defend, indemnify and hold free and harmless any officers, employees, successors, administrators assigns or agents of same from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or

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omissions of the Contractor, its officers, employees, consultants, agents, subcontractors of any tier, successors, assigns or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expenses are caused in part by any party indemnified hereunder. The Contractor agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out of the aforementioned acts or omissions. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE SIXTEEN: RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board.

**ARTICLE SEVENTEEN: DISCLOSURE**

The Contractor hereby covenants that it has complied with the Board's disclosure policy which requires anyone contracting with the Board to disclose to the Board any business relationship or financial interest that said Contractor has with an employee of the Board or of any other board, agency, elected official or commission of Delaware County, Ohio, such as an employee's business, or any business relationship or financial interest that a Delaware County, Ohio elected official, board, agency or commission employee has with the Contractor or in the Contractor's business.

**ARTICLE EIGHTEEN: LIABILITY INSURANCE**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the Board from claims set forth in bid documents (see General Indemnification, pg.48).

Certificates of Insurance acceptable to the Board shall be filed with the Board prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The insurance policy described in this Section shall name the Board as an insured.

**ARTICLE NINETEEN: NOTICES**

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the Board, to the Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015; if to the Contractor, to the Contractor's address at 1615 State Route 131, Milford, OH 45150.

**ARTICLE TWENTY: HEADINGS**

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**ARTICLE TWENTY-ONE: AUTHORITY TO BIND PRINCIPAL**

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

**NOTICE:** THIS AGREEMENT MUST BE SIGNED AND RETURNED TO DELAWARE COUNTY, OHIO WITHIN TEN (10) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

**ARTICLE TWENTY TWO: FINDINGS FOR RECOVERY:**

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

**ARTICLE TWENTY THREE: HOMELAND SECURITY**

CONTRACTOR certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, CONTRACTOR agrees to make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this 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

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Agreement and by this reference made a part of this Agreement.

**ARTICLE TWENTY FOUR: Campaign Finance – Compliance with O.R.C. § 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) 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. O'Brien              Aye              Mr. Thompson              Aye              Mr. Hanks              Aye

**RESOLUTION NO. 10-474**

**IN THE MATTER OF AMENDING RESOLUTION 09-1283, AUTHORIZING THE USE OF A PROCUREMENT CARD:**

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

WHEREAS, pursuant to the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution 04-1193 dated September 30<sup>th</sup>, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to ORC 301.29 (F) (2).

WHEREAS, resolution #09-1283 authorized the usage of a procurement card by William Clevenger with limits insufficient to purchase certain supplies needed by County Sanitary Inspectors.

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

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

Appointing Authority:	Board of Commissioners
Office/Department:	Environmental Services RSD – Sanitary Inspection Services

Daily spending per card:	\$2,500
Monthly spending per card:	\$2,500
Single transaction limit:	\$500
Daily number of transactions per card:	5
Monthly number of transactions per card:	50
Name on card:	William Clevenger

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

**PRESENTATION CENTRAL ALUM CREEK**

**PUBLIC COMMENT  
(Refer To Cd Minutes For Entire Record**

**RESOLUTION NO. 10-475**

**IN THE MATTER OF PROCEEDING WITH PROVIDING SANITARY SEWER SERVICE TO THE CENTRAL ALUM CREEK SERVICE AREA “B”:**

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

Whereas, the Board of County Commissioners desire to eventually extend sanitary sewer service into the Central Alum Creek Service Area “B”, and

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Whereas, the Board of County Commissioners have previously executed an agreement with EMH&T for preliminary engineering and permitting services for the Central Alum Creek "B" Sanitary Sewer Improvements, and

Whereas, the Alignment Study Draft Report for Central Alum Creek Sanitary Sewer Study has identified areas where easement permits will be necessary from the Army Corps of Engineers, and

Whereas, the next step in the process to proceed with providing sanitary sewer service to the Central Alum Creek Area "B" is to obtain permits from the Army Corps of Engineers.

THEREFORE BE IT RESOLVED that the Board authorizes the Interim Sanitary Engineer to proceed with easement permits from the Army Corps of Engineers.

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

**COMMISSIONERS' COMMITTEES REPORTS  
(REFER TO CD MINUTES FOR ENTIRE RECORD)**

**Commissioner Thompson**

**- Dana Wilson Will Be Transferring To A New Job And Will No Longer Cover Delaware County For The Dispatch. Starting Next Week, She Begin Work As An Assistant Editor At Capital Style, A New Women's Magazine Owned By The Dispatch Printing Company**

**Commissioner Hanks**

**-Conveyance Fee Numbers  
-Agreed With Mr. Armstrong's Comments On 36/37/71**

**Commissioner O'Brien**

**-Fax From CCAO on 2<sup>nd</sup> Wednesday Meetings  
Attended CEBCO Meeting; New Health Laws And Influence On County Budgets**

**RESOLUTION NO. 10-476**

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 10:33AM.

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

**RESOLUTION NO. 10-477**

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn out of Executive Session at 11:40AM.

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

**RESOLUTION NO. 10-478**

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

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

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners