

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 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

IN THE FIELD:

1:30PM VIEWING FOR CONSIDERATION OF THE ROOF #397 ROAD WATERSHED AREA DITCH PETITION FILED BY DEBORAH HETRICK, KAREN IRWIN AND OTHERS

On Monday the 3rd day of May, 2010, at 1:30PM (near the following address: 2164 N 3 B and K Rd. Sunbury OH 43074) The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Soil and Water Conservation District.

Commissioners Commissioner Todd Hanks, Ken O'Brien and Tommy Thompson were present

On February 4, 2010, a petition for the Roof #397 Road Watershed was filed with the Board Of County Commissioners to 1. Commencing in Delaware County, Kingston and Brown Townships within The Roof #397 Watershed and generally following, but not limited to the course and termini of the existing improvement. 2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition

The Commissioners:

- Looked At And Followed The Tile (N 3 B and K Rd.)
- Old Tile System Is Failing Does Not Allow Water To Reach A Sufficient Outlet
- Lack Of Surface Drainage; Subsurface Tile Is Not Meant To Handle Surface Water
- Viewed Outlets, Blowouts
- Prior To 1957(Drainage Law) Projects Were Not Put On Maintenance
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010

SIGN-IN SHEET FOR MAY 3, 2010

1:30 PM Viewing For Consideration Of The Roof #397 Road Watershed
Area Ditch Petition Filed By Deborah Hetrick, Karen Irwin
And Others

NAME	ADDRESS
1 Eddie Howard	2405 N 3 B's - K
2 Kevin Darling	2240 N 3 B's + K
3 MATTHEW CUFFORD	2580 N. 3BK RD
4 Deborah Hetrick	2220 N 3 BK + RP
5 Mark Marder	DSWCD
6 Kay Olewnik	2156 N 3 B's + K Rd
7 Robert Olewnik	2156 N 3 B's + K Rd
8 Anne Pearl	2164 N. 3B's + K Rd
9 Daniel M. Casler	2501 N. 3B's + K Rd
10 Karen L. Irwin	2220 N. 3B's + K Rd
11 Larry Stanley	SUCO
12 [Signature]	" [Signature]
13 John Walman	COMMISSIONERS OFFICE
14 [Signature]	"
15 [Signature]	"
16 [Signature]	"
17 JENNY GRADLEY	8389 PIPER RD, ASHLEY 43043
18	

RECESS TILL 7:00PM FOR REGULAR SESSION

RECONVENE SESSION

RESOLUTION NO. 10-546

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM
REGULAR MEETING HELD APRIL 29, 2010:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 29, 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

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010**

RESOLUTION NO. 10-547**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0430:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0430 and Purchase Orders as listed below:

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

RESOLUTION NO. 10-548**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0430GC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0430GC, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1004139	HINA	DCHIP LEAD	23111711 - 5365	\$750.00	0001
	ENVIRONMENTAL SOLUTIONS LLC	TESTING			

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

RESOLUTION NO. 10-549**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Child Support Enforcement Agency is requesting a \$15.00 amendment for Parking to Kelly Mills previously approved travel request to an OCDA Committee Meeting. (Fund Number 23711630).

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

Commissioner O'Brien recused himself from the following resolution

RESOLUTION NO. 10-550**SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE SCOTT #604 AND DUTCHER #477 WATERSHED DITCH PETITION PROJECT:**

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

Whereas, the Board of Commissioners of Delaware County on May 3, 2004, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of The Scott #604 and Dutcher #477 Watershed Ditch Petition Project, and

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

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of The Scott #604 and Dutcher #477 Watershed Ditch Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday the 7th day of June, 2010, at 8:00 PM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 10-551**IN THE MATTER OF CHANGING THE STARTING TIME FOR THE THURSDAY MAY 6, 2010, COMMISSIONERS' SESSION TO 8:00AM:**

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve changing the starting time for the Thursday May 6, 2010, Commissioners' Session To 8:00am.

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

RESOLUTION NO. 10-552

IN THE MATTER OF APPROVING A MENTAL HEALTH EMERGENCY SECURITY AND TRANSPORT SERVICE AGREEMENT EXTENSION BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY; GRADY MEMORIAL HOSPITAL AND THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

Whereas, The Delaware-Morrow Mental Health & Recovery Services Board and Staff recommend approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board;

Whereas, the Sheriff's Office Staff recommends approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board.

**MENTAL HEALTH
EMERGENCY SECURITY AND TRANSPORT
SERVICE AGREEMENT
EXTENSION
(7/1/10 through 6/30/11)**

This agreement entered into by and between the **Board of Commissioners of Delaware County, Ohio** (hereinafter referred to as "County"), **Sheriff of Delaware County, Ohio** (hereinafter referred to as "Sheriff"), **Grady Memorial Hospital**, Delaware, Ohio (hereinafter referred to as "Hospital) and the **Delaware-Morrow Mental Health & Recovery Services Board**, hereinafter referred to as "Board".

Recital

WHEREAS the parties hereto have previously entered into a mental health emergency security and transport service agreement for the period 7/1/2009 through June 30, 2010 (hereinafter the "Agreement") and the parties desire to extend the Agreement for an additional year; and

FURTHER WHEREAS the collective bargaining agreement involving the Sheriff's Deputies will increase rates for services of the type contracted effective January 1, 2011 to \$34.00 per hour through the balance of the contract term.;

NOW THEREFORE, the parties mutually agree that the Mental Health Emergency Security and Transport Service Agreement for the period July 1, 2009 through June 30, 2010 is hereby extended for an additional one year term effective July 1, 2010 through June 30, 2011 upon the same terms, conditions and considerations, except however that during the renewal term:

1. The Sheriff Deputies performing service under this Agreement shall be paid by the Hospital at the rate of \$33.00 per hour effective July 1, 2010 through December 31, 2010 and at the rate of \$34.00 per hour effective January 1, 2011 through June 30, 2011 for a minimum of three (3) hours per assignment;
2. With the \$1.00 per hour fee paid to the Special Duty Coordinator the effective combined rate billed to the Hospital shall be \$34.00 per hour effective July 1, 2010 through December 31, 2010 and at the rate \$35.00 per hour effective January 1, 2011 through June 30, 2011 unless otherwise subsequently adjusted as a result of the Sheriff's Deputies collective bargaining agreement;
3. The Board agrees to fund the increased compensation paid by the Hospital for the services provided under the Agreement subject the existing contract maximum; and
4. All of the certifications and covenants set forth in the Agreement shall be recertified and reaffirmed as applicable;

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010**

5. All other terms and conditions of the Agreement are applicable to this Mental Health Emergency Security and Transport Service Agreement Extension as if fully re-written here;

All other terms and conditions of the Agreement remain the same, unchanged, and in full force and effect;

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

RESOLUTION NO. 10-553

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR OLENTANGY ELEMENTARY 15:

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

WHEREAS, on April 29, 2010 a Ditch Maintenance Petition for the Olentangy Elementary 15 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 ~~\$77,810.00~~ for the benefit of a total of 17.7 acres /lots, the basis for calculating the assessment for each lot/acre is, therefore, per acre. An annual maintenance fee equal to two percent (2%) of this basis (~~\$1,556.20~~) shall be collected for each lot. 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 in the amount of ~~\$,1556.20~~ 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. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-554

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

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

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:

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010**

Permit #	Applicant	Location	Type of Work
U10-025	AT&T	MANNING PARKWAY	BORE & TRENCH RD
U10-026	VERIZON	RAIL TIMBER WAY	BURY TELEPHONE CABLE
U10-027	CONSUMERS GAS	TRENTON RD	INSTALL GAS MAIN
U10-028	TIME WARNER	WINTER RD	DIRECTIONAL BORE

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

RESOLUTION NO. 10-555

IN THE MATTER OF AWARDING THE BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND QUICKMOW, INC FOR THE 2010-2011 ROADSIDE MOWING PROGRAM:

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Quickmow, Inc For The 2010-2011 Roadside Mowing Program;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Quickmow, Inc For The 2010-2011 Roadside Mowing Program.

**2010-2011 Roadside Mowing Program
Bid Opening of April 5, 2010**

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Quickmow, Inc. of Millersburg, Ohio, the only bidder for the project. A copy of the bid blank is available for your information.

Also available are two copies of the Contract with Quickmow, Inc. for your approval. The 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.

CONTRACT

AGREEMENT, made and entered into this 3rd day of May, 2010, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **QUICKMOW INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **FIFTY-ONE THOUSAND FIVE HUNDRED EIGHT DOLLARS AND NO CENTS (\$51,508.00)** per year, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **2010-2011 ROADSIDE MOWING PROGRAM**, in accordance with general specifications and Invitation to Bid for same hereto attached; which general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **October 20 of each year**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

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

RESOLUTION NO. 10-556

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T), FOR ENGINEERING WORK FOR SUNBURY ROAD OVER BIG WALNUT CREEK:

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Evans, Mechwart, Hambleton & Tilton, Inc. (Emh&T), For Engineering Work For Sunbury

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010

Road Over Big Walnut Creek;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners And Evans, Mechwart, Hambleton & Tilton, Inc. (Emh&T), For Engineering Work For Sunbury Road Over Big Walnut Creek

PROFESSIONAL SERVICES CONTRACT
DEL-CR30 SUNBURY ROAD OVER BIG WALNUT CREEK

Section 1 – Parties to the Agreement

Agreement made and entered into this 3rd day of May, 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 Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T), 5500 New Albany Road, Columbus, Ohio 43054 (“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 thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated March 19, 2010, and Price Proposal dated 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 accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **One Hundred Twenty Thousand Three Hundred Sixty One Dollars (\$120,361)**. Compensation for “If Authorized” tasks listed in the Price Proposal shall be made on a Unit of Work basis, the aggregate sum thereof not to exceed **Thirty Seven Thousand Nine Hundred Seventy Seven Dollars (\$37,977)**. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than May 15, 2011. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of 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

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010**

business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.

7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

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

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010

of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 10-557

IN THE MATTER OF AWARDING THE BIDS FOR ASPHALT MATERIALS FOR THE DELAWARE COUNTY ENGINEER'S OFFICE:

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

**Asphalt Materials
Bid Opening of April 19, 2010**

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010

As the result of the referenced bid opening, The Engineer recommends that the following bid awards be made:

MC 30 as per ODOT Spec 702, FOB Jobsite:

A non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

MC 30 as per ODOT Spec 702, FOB Plant:

A non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

RS-2P, FOB Jobsite:

A non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

RS-2P, FOB Plant:

A non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

RS-2, FOB Jobsite:

A non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

RS-2, FOB Plant:

A non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

SS-1 or SS-1H as per ODOT Spec 702.13, FOB Jobsite:

A non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

SS-1 or SS-1H as per ODOT Spec 702.13, FOB Plant:

A non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

Number 301:

A non-exclusive bid award be made to The Shelly Company and Shelly & Sands.

Number 402:

A non-exclusive bid award be made to The Shelly Company and Shelly & Sands.

Number 404:

A non-exclusive bid award be made to The Shelly Company and Shelly & Sands.

2 Men and a Paver:

The Engineer recommend that a non-exclusive bid award be made to Shelly & Sands.

A bid tabulation is available for your information.

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

RESOLUTION NO. 10-558

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR GOLF VILLAGE SECTION 7, PHASE D:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following sanitary sewer construction plans for Golf Village Section 7, Phase D for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Golf Village Section 7, Phase D for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Golf Village Section 7, Phase D for submittal to the Ohio EPA for their approval.

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

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010**

RESOLUTION NO. 10-559**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR TARTAN FIELDS TREATMENT PLANT:**

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

Supplemental Appropriations		Amount
66211906-5328	Tartan Fields SRF	\$20,000.00

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

RESOLUTION NO. 10-560**IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the resolution of necessity:

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Administrative Services Division, Dog Warden Department, to expend county monies for the purchase of one new 2010 Ford Ranger 4x2 XL Supercab, and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

- Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one 2010 Ford Ranger 4x2 XL Supercab for use by the Dog Warden Department.
- Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one for replacement of a current vehicle.
- Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicle is one 2010 Ford Ranger 4x2 XL Supercab for a total of \$15,696 plus tax and title.
- Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle will be in conformity with the public bidding requirements of Ohio Revised Code 307.86 through 307.92.

FURTHER BE IT RESOLVED, that the Board of County Commissioners approve a Purchase Order Request to Byers Ford, Inc (40111402-5450) in the amount of \$15,696 plus tax and title.

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

RESOLUTION NO. 10-561**IN THE MATTER OF ADVERTISING FOR THE POSITION OF THE COUNTY ADMINISTRATOR:**

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

Whereas, The County Administrator position is currently being filled, pursuant to statute, by the Chairman of the Board of County Commissioners; and

Whereas it is the intention of the Board of County Commissioners to fill that position with someone other than the Chairman of the Board of County Commissioners, and

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio,

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010**

approves advertising for the position of the County Administrator.

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

RESOLUTION NO. 10-562

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of The Child Support Enforcement Agency recommends to accept the resignation of Tonia Wilson from the Child Support Enforcement Agency; effective May 7, 2010.

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

RESOLUTION NO. 10-563

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Of Emergency Medical Services recommends to approve an extended Leave-With-Out-Pay and Leave Of Absence for Stacy Montague with the EMS Department; effective April 27, 2010.

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

RESOLUTION NO. 10-564

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Of Emergency Medical Services recommends to approve a 3 Day Working Suspension for Pat Pennington with the EMS Department; effective May 3, 2010 with specific dates to be determined by Chief Farmer or Assistant Chief Schuiling.

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

RESOLUTION NO. 10-565

IN THE MATTER OF AUTHORIZING THE DEVELOPMENT OF A MASTER PLAN FOR THE DELAWARE COUNTY SHERIFF'S OFFICE AND JAIL FACILITIES:

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

WHEREAS, Delaware County Sheriff has identified the need to improve and consolidate the property storage; and,

WHEREAS, the Delaware County Jail site is restricted for expansion and the placement of any new structure(s) on the current site may hinder future needed expansion and exacerbate operational inefficiencies; and,

WHEREAS, Delaware County has contracted with Shremshock Architects for the design of the Delaware County Jail Remodel and Addition.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize Shremshock Architects to conduct a Needs Assessment and develop a Master Plan for the Delaware County Jail complex.

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

DISCUSSION 911 PAYMENT TO DELAWARE CITY

COMMISSIONERS' COMMITTEES REPORTS

(Refer To Cd Minutes For Entire Record)

Commissioner O'Brien

-At The Executive Meeting Of The Regional Planning Commission The Lease Agreement For Space For The DATA Center Was Signed By Regional Planning.

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2010

Commissioner Hanks
-Numbers For Quarter Are Increasing

Commissioner Thompson
-Caution On Money Trends

RESOLUTION NO. 10-566

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 COLLECTIVE BARGAINING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 7:52PM.

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

RESOLUTION NO. 10-567

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 8:35PM.

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

RESOLUTION NO. 10-568

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners