

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 19, 2010

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

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

RESOLUTION NO. 10-927

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 12, 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 July 12, 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)

Phil Panzarella, Berlin Township Trustee

Comments On Resolution No. 10-932 (Accepting The US 36/SR 37 Access Management Plan Report Prepared For Ohio Department Of Transportation District 6 By Tetra Tech); Concerns About Secondary Roads

And

Comments On Resolution No. 10-936 (Approving An Amendment To The Lease Agreement Between The Delaware County Board Of Commissioners And The Berlin Township Board Of Trustees To Accommodate Delaware County EMS At The Berlin Township Fire Department Facility)

RESOLUTION NO. 10-928

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0716, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0716:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0716, memo transfers in batch numbers MTAPR0716 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>Decrease</b>			
Elford	General Trades Hayes Retainage	41411435-5410	\$18,000.00
<b>PO' Increase</b>			
Treasurer	Hayes Retainage	41411435-5410	\$ 18,000.00
Elford	Hayes Change Order	41411435-5410	\$ 9,884.00
Setterlin	Jail	41411434-5410	\$ 7,008.26

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1005141	CITY OF DELAWARE	1ST QUARTER 2010	10011303 - 5345	\$141,804.91	0001
		EMS RUNS			
R1005203	FRONTIER NORTH INC	PHONE SVCS FOR DELAWARE COUNTY OFCS	10011105 - 5330	\$30,000.00	0001

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

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**RESOLUTION NO. 10-929****IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0716GC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0716GC:

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

**RESOLUTION NO. 10-930****IN THE MATTER OF CANCELING THE THURSDAY JULY 29, 2010 COMMISSIONERS SESSION:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to cancel the Thursday July 29, 2010 Commissioners Session.

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

**RESOLUTION NO. 10- 931****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Auditor's Office is requesting that Nelda Sisler attend a URISA Conference in Orlando, Florida September 28-October 1, 2010, at the cost of \$1,722.00. (REA Funds).

The Auditor's Office is requesting that Seiji Kille attend a Bi-Tech Software Users Group Conference in San Francisco, California September 15-18, 2010, at the cost of \$2,275.80. (Fund Number 10010101).

The Engineer's Office is requesting that Erik Mackling and Doug Riedel attend an Ohio Traffic Engineering HWY Safety Conference in Columbus, Ohio July 28-29, 2010, at the cost of \$360.00 (Motor and Gas Funds).

Environmental Services is requesting that John Darrough attend a Wastewater Microbiology Workshop in Marion, Ohio on August 10 and 11, 2010, at a cost of \$349.00 (from org key 66211904.)

Environmental Services is requesting that Jason Watts and James Carey attend The MultiSmart Experience in Covington, Kentucky on July 22, 2010, at no cost.

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

**RESOLUTION NO. 10-932****IN THE MATTER OF ACCEPTING THE US 36/SR 37 ACCESS MANAGEMENT PLAN REPORT PREPARED FOR OHIO DEPARTMENT OF TRANSPORTATION DISTRICT 6 BY TETRA TECH:**

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

Whereas the Delaware County Board of Commissioners wishes to accept the US 36/SR 37 Access Management Plan Report submitted July 2010, and

Whereas the Delaware County Board of Commissioners acknowledges that since 2007, a committee of stakeholders interested in preserving the viability and functionality of the US 36/SR 37 corridor in central Delaware County, Ohio, has met to discuss the future economic growth and development of the corridor, and

Whereas the Delaware County Commissioners acknowledges that the US 36/SR 37 Access Management Plan Report should be considered a "living document and in order to remain relevant should be periodically reviewed the same as any other planning document, and

Whereas the Delaware County Commissioners wishes to recognize the work of Deputy Director Thomas J. Wester, District 6 Administrator Thom Slack and the staff of ODOT District 6.

Now therefore be it resolved that the Delaware County Board of Commissioners accept the US 36/SR 37 Access Management Plan Report in order to better facilitate growth along the US 36/SR 37 corridor.

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

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**RESOLUTION NO. 10-933**

**IN THE MATTER OF APPROVING A CONTRACT EXTENSION/ADDENDUM TO THE AGREEMENT BETWEEN ACS STATE AND LOCAL SOLUTIONS INC. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE DELAWARE COUNTY RECORDER'S OFFICE:**

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

Whereas, the Recorder recommends approval of the third Contract Extension/Addendum To The Agreement With ACS;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the third Contract Extension/Addendum To The Agreement with ACS;

(Copies of the exhibits are available for review at the Recorder's Office until no longer of administrative value.)

**THIRD CONTRACT EXTENSION/ADDENDUM**

This Contract Extension/Addendum (hereinafter "Third Addendum") entered into this 19<sup>th</sup> day of July 2010 by and between ACS State & Local Solutions, Inc. (A New York Corporation), DBA ACS Government Records Management (hereinafter referred to as "the Contractor" or "ACS") with principle offices located at 7030 Fly Road, P. O. Box 4889, Syracuse, New York, 13221, and Delaware County, Ohio, by and through the Delaware County Board of County Commissioners, (hereinafter referred to as "the County") with principle offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter collectively the "Parties") extends and amends the existing Contract for Professional Services between the Parties that was executed and became effective on December 31, 2003.

WHEREAS, the Contractor and County entered into a Contract for Professional Services (hereinafter referred to as "the Contract") executed on and effective as of December 31, 2003; and,

WHEREAS, on November 27, 2006, the Contract was extended for three (3) years until December 31, 2009 (hereinafter "First Addendum"), and,

WHEREAS, on December 30, 2009 Contractor and County extended the Contract through June 30, 2010 (hereinafter "Second Addendum").

WHEREAS, the Contract provides that the Contract may be amended and that any such amendments be in accordance with State law and that each party agree to such amendment(s) in writing; and,

NOW THEREFORE, intending to be legally bound, the Parties hereto agree to extend the Contract and amend the Contract as follows:

Both parties hereby agree to extend the Contract until December 31, 2010 or up to \$25,000.00, whichever is first. All other provisions of the Contract, First Addendum and Second Addendum remain unchanged.

Software Enhancements:

- Single User Log-on
- Menu Enhancements
- Phonebook Count Expansion

ATTACHMENTS —All Attachments to this Third Addendum (Attachments "A" through "E") are by this reference hereby incorporated into and made part of the Contract, First Addendum, Second Addendum, and this Third Addendum.

ENTIRE AGREEMENT: The Contract, the First Addendum, the Second Addendum, and this Third Addendum constitute the entire agreement and supersede all prior representations, proposals, contracts, discussions and communications, whether oral or in writing (unless otherwise specifically incorporated into a particular attachment). This Addendum may be modified only in writing in accordance with State of Ohio laws and as mutually agreed upon by the Parties and shall be enforceable in accordance with its terms when signed by both parties hereto.

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

**RESOLUTION NO. 10-934**

**IN THE MATTER OF APPROVING THE PROJECT AGREEMENT WITH DOMINION HOMES FOR GLEN OAK SECTION 7, PHASE A:**

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

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Whereas, the County Engineer recommends approval of the project described as Glen Oak Section 7, Phase A,

Now Therefore Be It Resolved, that the Delaware County Board of approves the project described as Glen Oak Section 7, Phase A,

**PROJECT AGREEMENT**  
**PROJECT NUMBER: 10002**

**THIS AGREEMENT**, executed on this 19<sup>th</sup> day of July 2010 between **DOMINION HOMES**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **GLEN OAK SECTION 7, PHASE A**, further identified as Project Number 10002 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$33,100)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY**

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**COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$414,024.00
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 41,402.00
INSPECTION FEE DEPOSIT	\$ 33,100.00
Vote On Motion	Mr. Hanks      Aye      Mr. O'Brien      Aye      Mr. Thompson      Aye

**RESOLUTION NO. 10-935**

**IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND COMPLETE GENERAL CONSTRUCTION FOR THE DEL-CR198-0.01 RADNOR ROAD BRIDGE OVER SCIOTO RIVER PROJECT:**

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

**DEL-CR198-0.01  
Radnor Road Bridge over Scioto River  
Bid Opening of July 6, 2010**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Complete General Construction, the low bidder for the project. A copy of the bid tabulation is available for your information, and

Whereas, also available are two copies of the Contract with Complete General for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, Terrorist Exclusion List, etc.), and

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Complete General Construction for the DEL-CR198-0.01 Radnor Road Bridge Over Scioto River Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners awards the bid and approves the contract between The Delaware County Commissioners and Complete General Construction for the DEL-CR198-0.01 Radnor Road Bridge Over Scioto River Project;

**CONTRACT**

THIS AGREEMENT is made this 19<sup>th</sup> day of July, 2010 by and between Complete General Construction , hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Complete General Construction  
1221 E. Fifth Ave.  
Columbus, Ohio 43219

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

**ARTICLE 1. Statement of Work**

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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 named "DEL-CR198-0.01, Radnor Road over Scioto River", 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 *One Million Five Hundred Six Thousand Two Hundred Twenty-Seven Dollars and Forty-Three Cents (\$ 1,506,227.43)*, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

This Agreement

- Addenda
- Invitation to Bid
- Instructions to Bidders
- Signed copy of bid
- Work Specifications (including all plans, drawings, etc.)
- Specifications – General Provisions
- Federal and State Requirements
- 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. O'Brien      Aye      Mr. Thompson      Aye      Mr. Hanks                      Aye

**RESOLUTION NO. 10-936**

**IN THE MATTER OF APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE BERLIN TOWNSHIP BOARD OF TRUSTEES TO ACCOMMODATE DELAWARE COUNTY EMS AT THE BERLIN TOWNSHIP FIRE DEPARTMENT FACILITY:**

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

Whereas, the Director Of Emergency Medical Services recommends approval of the amendment to the lease agreement between The Delaware County Board Of Commissioners And the Berlin Township Board of Trustees;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the amendment to the lease agreement between the Delaware County Board Of Commissioners And The Berlin Township Board Of Trustees To Accommodate Delaware County EMS At The Berlin Township Fire Department Facility.

**AMENDMENT NO. 1 TO LEASE AGREEMENT TO ACCOMMODATE DELAWARE COUNTY EMS AT THE BERLIN TOWNSHIP FIRE DEPARTMENT FACILITY**

This Amendment No. 1 to the Lease Agreement dated May 22, 2008 is entered into by mutual consent and agreement this 19th day of July 2010, by and between the Delaware County Board of Commissioners ("County") and the Berlin Township Board of Trustees ("Berlin Township"), pursuant to Article 13, Section E of the Lease Agreement.

**AMENDMENT TO ARTICLE 2– PURPOSE**

The text of existing Article 2 of the Lease Agreement shall be deleted and replaced with the following:

The purpose of this Lease Agreement is to lease a portion of the Berlin Township Fire Department Facility ("Facility") to the County to accommodate Delaware County Emergency Medical Services at the Facility ("Agreement") and to establish terms and conditions of operating a Delaware County Emergency Medical Services Medic Unit ("Medic Unit") from the Facility. Additionally, the Agreement may include storage of other County vehicles at the Facility as agreed to by the Berlin Township Fire Chief and Delaware County EMS Chief.

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**AMENDMENT TO ARTICLE 4 – REMUNERATION**

The text of the first paragraph of existing Article 4 shall be deleted and replaced with the following:

The County agrees to remunerate the Township for the County’s use of the Facility and equipment. Remuneration will be a rate of Fourteen Thousand Dollars And No Cents (\$14,000.00) annually for three consecutive years beginning January 1, 2008 and ending December 31, 2010. Remuneration will be at a rate of Fifteen Thousand Dollars And No Cents (\$15,000.00) annually for the remaining seven consecutive years, beginning January 1, 2011 and ending December 31, 2017.

**AMENDMENT TO ARTICLE 5 – FACILITY USE, SECTION APPARATUS BAY**

The text of existing Article 5 under the subheading “Apparatus Bay” shall be deleted and replaced with the following:

Space in the Facility, as designated by the Berlin Township Fire Chief, will be designated to the County for purposes of storing the County vehicle(s) contemplated within this Agreement. The County EMS Crew will be responsible for keeping this area clean and cleared of obstructions. The remaining space will house Berlin Township equipment and the Berlin Township Fire Department will have responsibility for maintaining such areas.

**REMAINING PROVISIONS UNAFFECTED**

All remaining articles and provisions of the Lease Agreement not specifically amended herein are unaffected by this Amendment and shall remain in full force and effect.

**Further Be It Resolved**, that that the Delaware County Board Of Commissioners approve the following purchase order request:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1005099	BERLIN TOWNSHIP TRUSTEES	ANNUAL LEASE AGREEMENT	10011303 -5335	\$15,000.00	0001

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

**RESOLUTION NO. 10-937**

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

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

The Director of 911 Communications recommends to end Matt Weir’s assignment as Acting Field Training Officer; effective July 19, 2010.

Therefore Be It Resolved, that the Commissioners end Matt Weir’s assignment as Acting Field Training Officer; effective July 19, 2010.

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

**RESOLUTION NO. 10-938**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES GRANT FOR DELAWARE COUNTY JUVENILE COURT:**

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

Grant: 99-2192-ARRA-T-11-101068  
Source: ODADAS  
Grant Period: July 1, 2010 to June 30, 2011  
Federal Grant Amount: \$27,513.00  
Local Match: 0  
Total Grant Amount: \$27,513.00

The Grant funds a part time case manager for the Family Treatment Court.

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

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**RESOLUTION NO. 10-939****IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES GRANT FOR DELAWARE COUNTY JUVENILE COURT:**

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

Grant: 99-2192-DCRT-0-11-0005  
Source: ODADAS  
Grant period: July 1, 2010 to June 30, 2011

State Grant Amount:	\$82,687.00
Local Match:	0
Total	\$82,687.00

This grant pays for 1 FTE for the Family Treatment court, and funds drug testing kits, and out of home services for client of the Family Treatment Court.

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

**RESOLUTION NO. 10-940****IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING #2 TO CONSIDER USING DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) AS A GRANT TO ASSIST THE DELAWARE CREATIVE HOUSING IN HIRING A CONSULTANT TO ASSESS (PROFESSIONALLY INSPECT) EACH PROPERTY FOR HOME IMPROVEMENTS:**

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

Whereas, a public hearing will be held on **Monday, August 9, 2010, at 9:30 a.m.** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is required to consider the request from Delaware Creative Housing to use RLF to assist them in hiring a consultant to assess each property for home improvements.

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

**RESOLUTION NO. 10-941****IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY THE COLUMBUS ASPHALT PAVING FOR SHAWNEE HILLS ADA SIDEWALKS:**

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

WHEREAS, the Delaware County Commissioners approved on Resolution No. 09-1078 dated August 31, 2009, to use Revolving Loan Funds (RLF) in the amount up to \$25,000 to assist Shawnee Hills in installing ADA sidewalks/ramps/curbs on the east side of SR 745; and

WHEREAS, the project was bid out and bids were received June 18, 2010; and

WHEREAS, the bids received were reviewed, and determined that the bid submitted by Columbus Asphalt Paving, in the amount of \$190,638.20 is the lowest and best bid; and

WHEREAS, Shawnee Hills is responsible for the amount over the \$25,000 approved on Resolution No. 09-1078.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Delaware County Commissioners, County of Delaware, State of Ohio as follows:

- Section 1. The Board of Commissioners authorizes the awarding of a contract between Delaware County Commissioners and Columbus Asphalt Paving, in the amount of \$190,638.20.  
Section 2. This resolution shall take effect and be in force immediately after its passage.

Further Be it Resolved to approve a Purchase Order payable to Columbus Asphalt Paving as follow:  
23111709-5365 \$25,000

**CONTRACT**

THIS AGREEMENT made this 19th day of July 2010, by and among Columbus Asphalt Paving, Inc. hereinafter called the "Contractor," Delaware County Commissioners, hereinafter called the "Owner," and the Village of

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Shawnee Hills, Ohio, hereinafter called "Shawnee Hills."

WITNESSETH, that the Contractor, the Owner, and Shawnee Hills 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 ADA Sidewalk Improvements.

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

The proposed work includes clearing and grubbing, excavation, embankment construction, erosion control, 12" pipe inlet, 20" Conduit, 6' sidewalk (4" thick, stamped and colored, ADA Curb Ramps, ADA Detectable Warnings, and seeding and mulching, including fertilizer replacement.

ARTICLE 2. The Contract Price.

The Contractor shall be paid 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 of up to One Hundred Ninety Thousand, Six-Hundred and Thirty-Eight Dollars 20/100 (Dollars) \$190,638.20 subject to additions and deductions as provided in Section 109 hereof. The Owner shall be responsible for Twenty-Five Thousand Dollars (\$25,000) of the Contract Price, and Shawnee Hills shall be responsible for the balance of the Contract Price.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of N/A; and individual trading as N/A.

2. Supply principal items of Contract such as electrical, concrete, signs, caution tape and other items needed.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

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.

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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- 4.4 If any item, condition, portion, or section of this Contract 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 Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.
- 4.5 Contractor certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The contractor shall indemnify and hold harmless Shawnee Hills, Owner, and their agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

**RESOLUTION NO. 10-942**

**IN THE MATTER OF APPROVING THE AGREEMENT WITH BURRIS & BEHNE ARCHITECTS, INC. TO PROVIDE DESIGN WORK TO THE CENTRAL OHIO MENTAL HEALTH CENTER TO REHABILITATE TWO FACILITIES LOCATED ON SOUTH HENRY STREET:**

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

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with CDBG funds, which require the use of these funds to have a National Objective of assisting eligible low-to-moderate income households; and

WHEREAS, to assist handicap individuals is considered a National Objective under the CDBG Program, and

WHEREAS, Central Ohio Mental Health Center serve the Serious Mental Disability (SMD) individuals who demonstrate an inability to perform tasks of daily living because of symptoms of their mental illness and physical disabilities, and

WHEREAS, the Delaware County Commissioners authorized on Resolution No. 10-614 dated May 13, 2010, to used Revolving Loan Funds to assist the Central Ohio Mental Health Center in the amount up to \$200,000 to rehabilitate Star Center and Snouffer Center located on South Henry St., and

WHEREAS, Central Ohio Mental Health Center received two proposals for the architectural services for the renovation of the two buildings, and

WHEREAS, Central Ohio Mental Health Center recommends the firm of Burriss & Behne Architects, Inc. as the lowest and best proposal received for the Project.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Delaware County Commissioners, State of Ohio, as follows:

Section 1. The Delaware County Commissioners accepts the proposal from Burriss & Behne Architects, Inc. for the architectural service for Central Ohio Mental Health Center in the amount of \$10,750.00.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

**Further Be it Resolved to approve a Purchase Order payable to Burriss & Behne Architects, Inc. as follow:**

23111709-5365                      \$10,750.00

**Agreement**

THIS AGREEMENT, made and entered into on the 19<sup>th</sup> day of July, 2010 by and between the **DELAWARE COUNTY COMMISSIONERS**, doing business at 101 N. Sandusky St. Delaware, Ohio (hereinafter called the "County"), and **Burriss & Behne Architects, Inc.**, located at 140 Fairfax Road, Marion, Ohio 43302 (hereinafter called the ("ARCHITECT"))

**Scope of work:**

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Burriss & Behne Architects, Inc. will provide architectural services associated with the improvements to Star and Snouffer Centers the buildings located on S. Henry St., Delaware, Ohio 43015. and the shared parking lot.

**Fees for services:**

**The fee for this service is \$10,750.00.  
ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design within 45 days of signing this agreement. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

**ARTICLE 3 USE OF DOCUMENTS**

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

**TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If, through any cause, the Architect shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Architect shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Architect of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Architect under this Agreement shall, at the option of the Owner, become its property and the Architect shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Architect shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Agreement by the Architect, and the Owner may withhold any payment to the Architect for the purpose of set-off until such time as the exact amount of damages due the Owner from the Architect is determined.

2. Termination for Convenience of the County. The Owner may terminate this Agreement at any time giving at least ten (10) days notice in writing to the Architect. If the Agreement is terminated by the Owner as

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provided herein, the Architect will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Architect, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Architect to be performed hereunder. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by between the Owner and the Architect, shall be incorporated in written amendment to this Agreement.
4. Personnel.
  - a. The Architect represents that he has, or will secure at his expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreemental relationship with the Owner.
  - b. All of the services required hereunder will be performed by the Architect or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subAgreeded without the prior written approval of the Owner. Any work or services subAgreeded hereunder shall be specified by written Agreement or agreement and shall be subject to each provision of this Agreement.
5. Assignability. The Architect shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Architect from the Owner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. Reports and Information. The Architect, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
7. Records and Audits. The Architect shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Owner.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Architect under this Agreement are confidential and the Architect agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Architect.
10. Compliance with Local Laws. The Architect shall comply with all applicable laws, ordinances, and codes of the State and Local governments, and the Architect shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
11. Equal Employment Opportunity. During the performance of this Agreement, the Architect agrees as follows:
  - a. The Architect will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, famial status, handicap, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, famial status, or national origin. such action shall include, but not be 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 Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provision of this non-discrimination clause.
  - b. The Architect will, in all solicitation or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment with

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- regard to race, creed, sex, color, age, famial status, handicap, or national origin.
- c. The Architect will cause the foregoing provisions inserted in all subAgreements for any work covered by this Agreement so that such provisions will be binding upon each subArchitect, provided that the foregoing provisions shall not apply to Agreements or subAgreement for standard commercial supplies or raw materials.
  - d. The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Architects's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Architect may be declared ineligible for future Government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Architect will include the provisions of paragraphs (a) through (g) in every subAgreement or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subArchitect or vendor. The Architect will take such action with respect to any subAgreement or purchase order as the Owner's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Architect becomes involved in, or is threatened with, litigation with a subArchitect or vendor as a result of such direction by the Owner's Department of Housing and Community Development, the Architect may request the United States to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  13. Section 109 of the Housing and Community Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
  14. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.
    - a. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
    - b. The parties of this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no Agreementual or other disability which would prevent them from complying with these requirements.
    - c. The Architect will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
    - d. The Architect will include this Section 3 clause in every subAgreement for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance,

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take appropriate action pursuant to the subAgreement upon a finding that the subArchitect is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Architect will not subAgreement with any subArchitect where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subAgreement unless the subArchitect has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Architects, and subArchitects, its successors an assigns to those sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
15. Interest of Member of the Governing Body. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Architect shall take appropriate steps to assure compliance.
16. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Agreement; and the Architect shall take appropriate steps to assure compliance.
17. Interest of Architect and Employees. The Architect covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Architect further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
18. Governing Law. Regardless of where executed by the parties, this Agreement is acknowledged to have been made in Ohio, where the contract was originally drafted and from where most services are provided, and in any dispute hereunder the laws of Ohio shall apply. Any and all disputes arising hereunder shall be filed in and heard before the courts of Delaware County, Ohio.
19. Campaign Finance. Architect certifies that it is in compliance with the applicable limitations imposed within Section 3517.13(I) and (J) of the Ohio Revised Code.
20. Independent Contractor. Architect agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Architect also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
21. 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 compliance therewith, and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
22. Headings. The subject headings of the paragraphs 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.
23. Indemnification. The Architect shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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, caused in whole or part by the negligent act or omission of the Architect, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.
24. Entire Agreement. This agreement constitutes the entire agreement of the parties and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged in this agreement, which alone fully and completely expresses their understanding.

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

**RESOLUTION NO. 10-943**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:**

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution adopted each calendar year, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 10-37 on January 11, 2010, declaring its intent to sell such property by internet auction; and

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio that the following property listed below is sold in the manner prescribed in Resolution 10-37 and the disposal or salvage of property that has no value.

## Pallet #9

Quantity	Description	Model #
1	Wisconsin Total Power Corp. Engine. Natural Gas Power	V465D1

## Pallet #10

Quantity	Description	Model #
1	John Deere Power Tech Diesel Engine 8.1 Liter	6081AF001

## Pallet #11

Quantity	Description	Model #
2	Gorman Rupp Pumps T8 series	na
3	Gorman Rupp Pumps T6 series	na
2	8 inch Check Valves	na
1	6 inch Check Valves	na

## Pallet #12

Quantity	Description	Model #
3	Gorman Rupp Motors 40 HP 230/460 Volts, 3 phase, F.L.A. 102/51, Type 3241,1765 RPPM	na
2	Toshiba Motors 50 HP 230/460 Volts, 3 phase, F.L.A. 122/61, Type TIKK,1765 RPPM	na

## Pallet #13

Quantity	Description	Model #
9	Microtel Inc. auto dialer box	na
4	Fischer Porter Recorder box	na
2	Marsh McBirney Inc. Recorder box	na

## Pallet #14

Quantity	Description	Model #
1	Market Forge Sterimatic Autoclave w/stand	na
1	Precision Water Bath Incubator	na
1	Thermolyne Muffle Furnace	na
1	Welch Technology Vacuum Pump	na

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## Pallet #15

Quantity	Description	Model #
1	Hoffman Control Panel, Stainless Steel, CSA enclosure type 4.4X.12	na
1	SCE Control Panel, Stainless Steel, CSA enclosure type 12,4&4X	na

## Pallet #16

Quantity	Description	Model #
4	Westech Clarifier Motors 2HP, 230/460 Volts, 3 Phase, SM-Beister Variable Speed Drive	na

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

**RESOLUTION NO. 10-944**

**IN THE MATTER OF ISSUING A NOTICE TO PROCEED FOR PHASE 2 AND APPROVING CHANGE ORDER #2 OF THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENT PROJECT:**

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

Whereas, Fabrizi Trucking and Paving Company is under contract to install the Cheshire Elementary School Sanitary Sewer Improvements; and

Whereas, the County has obtained all of the required easements for Phase 2 of the project and is ready to proceed; and

Whereas, the location of the proposed sewer has been revised per the easement agreements for Phase 2 of the project; and

Whereas, the revised improvements, based on the new location of the easements, include additional clearing, one sanitary manhole, removal and replacement of existing drain tile, approximately 5 yard drains, one storm manhole, approximately 92 lineal feet of ductile iron pipe, additional wyes and laterals, as well as a reduction in 15" PVC sewer; and

Whereas, the cost of the revised sewer improvements is \$25,525.00, which increases the total amount of the contract to \$1,061,075.00; and

Whereas, staff recommends approving Change Order #2 to increase the contract price; and

Whereas, there is not a change in the contract times.

Therefore be it resolved that the Board of County Commissioners issue a Notice to Proceed for Phase 2 and approve Change Order #2 for the Cheshire Elementary School Sanitary Sewer Improvement project.

Furthermore be it resolved that the Board of Commissioners approve an increase to the purchase order with Fabrizi Trucking and Paving Company in the amount of \$25,525.00.

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

**RESOLUTION NO. 10-945**

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2011 TAXES:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

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Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$101,357.25 to the County Auditor for 2011 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2011 Sewer Tax Assessments  
To be certified by the Board of Commissioners on 7/19/10**

**Breakdown of Assessments by Treatment Plant:**

66290301 – OECC	\$38,094.77
66290401 – Alum Creek	\$57,733.13
66290601 – Tartan Fields	\$542.43
66290701 – Scioto Reserve	\$4,634.12
66290801 – Bent Tree	\$0.00
66290901 – Hoover Woods	\$264.60
66291001 – Scioto Hills	\$88.20
<b>Total Assessments</b>	<b>\$101,357.25</b>

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

**RESOLUTION NO. 10-946**

**IN THE MATTER OF APPROVING THE APPOINTMENT OF DESIGNEES TO REPRESENT THE  
PRESIDENT OF THE DELAWARE COUNTY COMMISSIONERS TO THE BOARD OF REVISION:**

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

Whereas, with Resolution No. 10-73 The Board Of Commissioners approved the appointment of the board's representatives to various boards and commissions for 2010, and

Whereas, the Board of Revision appointment is Tommy Thompson, and

Whereas, the Board of Commissioners wishes to appoint designees able to represent the president of the Delaware County Commissioners to the Board of Revision;

Therefore be it resolved, that the Board of Commissioners approve the following as designees able to represent the president of The Delaware County Commissioners to the Board of Revision:

**Commissioner Ken O'Brien**

**Letha George**

**Lisa Iannotta**

**Debbie Martin**

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

**RESOLUTION NO. 10-947**

**IN THE MATTER OF PROCEEDING WITH THE SUBMISSION OF THE QUESTION OF LEVYING A TAX  
EXCEEDING THE TEN-MILL LIMITATION FOR THE 9-1-1 SYSTEM AND THE COUNTYWIDE PUBLIC  
SAFETY COMMUNICATIONS SYSTEM:**

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

**PREAMBLE**

**WHEREAS**, on July 8, 2010, the Board of County Commissioners of Delaware County, Ohio (the "Board") adopted Resolution No. 10-894 declaring the necessity of levying a tax exceeding the ten-mill limitation for the joint purposes of the establishment and operation of a 9-1-1 system and a countywide public safety communications system, pursuant to section 5705.19(SS) of the Revised Code; and

**WHEREAS**, the Delaware County Auditor has certified to the Board that the estimated dollar amount of revenue that would be generated by 0.62 mills is \$3,477,022, based on the current assessed valuation of Delaware County (except for the Cities of Columbus, Dublin, and Westerville) of \$5,608,067,240;

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**RESOLUTION**

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Delaware County, Ohio (the "Board"), at least two-thirds of all members elected thereto concurring, that the Board desires to proceed with the submission of the question of a tax levy at the rate of 0.62 mills for each one dollar of tax valuation, which amounts to six and two-tenths cents (\$0.062) for each one hundred dollars of tax valuation, to the electors of Delaware County, Ohio (except for the Cities of Columbus, Dublin, and Westerville), for the establishment and operation of a 9-1-1 system and for a countywide public safety communications system, said joint purposes being authorized by R.C. 5705.19(SS);

**BE IT FURTHER RESOLVED**, that the tax levy will be for five (5) years, and such levy will include a levy on the current year's tax list, commencing in 2010, first due in calendar year 2011 after the settlement next succeeding the election, if approved by a majority of the electors voting thereon;

**BE IT FURTHER RESOLVED**, the question of such tax levy shall be submitted to the electors of Delaware County, Ohio (except for the Cities of Columbus, Dublin, and Westerville) at the general election to be held therein on November 2, 2010;

**BE IT FURTHER RESOLVED**, that the Clerk of the Board is hereby directed to certify, not less than ninety (90) days prior to the election, to the Board of Elections, Delaware County, Ohio, a copy of the resolution of necessity (Resolution No. 10-894) adopted on July 8, 2010, and a copy of this Resolution together with the certification of the Delaware County Auditor, and notify the Board of Elections to cause notice of election on the question of levying the tax to be given as required by law.

This Resolution shall be in full force and effect immediately upon adoption.

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

**RESOLUTION NO. 10-948**

**IN THE MATTER OF CONVENING A 9-1-1 PLANNING COMMITTEE FOR THE PURPOSE OF AMENDING THE DELAWARE COUNTYWIDE 9-1-1 PLAN:**

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

WHEREAS, the existing Delaware Countywide 9-1-1 Plan establishes two public safety answering points within the countywide 9-1-1 system: one operated by Delaware County and one operated by the City of Delaware; and

WHEREAS, on March 30, 2010, Delaware County and the City of Delaware consolidated 9-1-1 operations in the sole public safety answering point operated by Delaware County; and

WHEREAS, pursuant to section 4931.45(A)(3), an amended plan is required to adjust the territory served by a public safety answering point; and

WHEREAS, pursuant to section 4931.45(A)(8), an amended plan is required to make any other necessary adjustments to a 9-1-1 final plan; and

WHEREAS, pursuant to section 4931.45(B), a 9-1-1 plan shall be amended in the manner provided for adopting a final plan under sections 4931.42 to 4931.44 of the Revised Code, including convening a 9-1-1 planning committee and developing a proposed amended plan prior to adopting an amended final plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:**

Section 1. The Delaware County Board of Commissioners hereby convenes a 9-1-1 Planning Committee for the purpose of amending the Delaware Countywide 9-1-1 Plan to adjust the territory served by a public safety answering point and to make any other necessary adjustments to the Delaware Countywide 9-1-1 Plan, including, but not limited to, adjusting the allocation of countywide 9-1-1 levy funds between Delaware County and the City of Delaware.

Section 2. The 9-1-1 Planning Committee shall serve without compensation and shall consist of three voting members as follows:

- A. The President of the Board of County Commissioners, who shall serve as chairperson;
- B. The chief executive officer of the City of Delaware; and
- C. A member of the Orange Township Board of Trustees, as selected by majority vote of the Orange Township Board of Trustees.

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Section 3. The 9-1-1 Planning Committee shall hold its initial meeting within thirty (30) days after the adoption of this Resolution.

Section 4. The Clerk of the Board of County Commissioners is hereby directed to certify a copy of this Resolution to the City of Delaware and the Orange Township Board of Trustees.

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

**RESOLUTION NO. 10-949**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND PURCHASE ORDER AND VOUCHER:**

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

**Supplemental Appropriation**

21411306-5345	\$585,604.92
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**Approval of Purchase Order and Voucher**

City of Delaware	21411306-5345	\$585,604.92
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Vote On Motion            Mr. O'Brien            Nay            Mr. Thompson            Aye            Mr. Hanks            Aye

**RESOLUTION NO. 10-950**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR BOND RETIREMENT:**

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

**Supplemental Appropriation**

50111117-5728	Bond Retirement/Legal Fees	5,000.00
40311420-5728	DI Brookview/Legal Fees	13.00
21411306-5728	911/Legal Fees	287.00

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

**Commissioners' Committees Reports  
(Refer To Cd Minutes For Entire Record)**

**Commissioner O'Brien**

-Clarify Vote On 10-949

-Clarify Vote On 10-932

**Commissioner Hanks**

-Meeting With United Way

-Article In Gazette On Columbus State Enrollment

-Meeting With Developer In 36/37 Area

-Auditor's Report Collection Of Sales Is Up

-Meeting With Consolidated Electric On Fiber Optic Progress

-Attended A Presentation By OSU President

-Attended A 3C "Quick Start" Passenger Rail Plan

-Conveyance Fees

-Ohio Attorney General Ruling On Clean-Up Of Clark Gas Stations

-Review Open Contracts For Auditor Certification Completeness

- Resolution 10-932 Was Prepare By Mr. Hanks

**Commissioner Thompson**

-Does Not Want Delaware County To Make Mistakes On Development Like California/Pasadena Area

**RESOLUTION NO. 10-951**

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks 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