

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 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

PUBLIC COMMENT
(Refer To Cd Minutes For Entire Record)

John O'Brien, Board Delaware County Agricultural Society, Welcome to 2010 Fair

RESOLUTION NO. 10-1221

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 16, 2010:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 16, 2010; and

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

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

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

RESOLUTION NO. 10-1222

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0917, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0917:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0917, memo transfers in batch numbers MTAPR0917 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Advantage Adoption	Residential Treatment	22511607-5342	\$50,000.00

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

RESOLUTION NO. 10-1223

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0917GC:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0917GC.

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

RESOLUTION NO. 10-1224

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO NICHOLAS A. SMITHBERGER UPON EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Nicholas A. Smithberger has been a member of Boy Scout Troop # 300; and

WHEREAS, Nicholas A. Smithberger has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Nicholas

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A. Smithberger on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Nicholas A. Smithberger on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

RESOLUTION NO. 10-1225

IN THE MATTER OF RECOGNIZING AND SUPPORTING SEPTEMBER 2010 AS FOOD SAFETY EDUCATION MONTH:

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

Food Safety Education Month 2010

WHEREAS, foodborne illnesses strike Americans 76 million times each year with vomiting and diarrhea and cause more than 300,000 hospitalizations and 5,000 deaths, according to the Centers for Disease Control and Prevention;

WHEREAS, the overall cost of foodborne illnesses, counting lost work time, totals \$4.1 billion a year in the state Ohio alone, according to researchers at The Ohio State University;

WHEREAS, older adults, pregnant women, young children, and persons with weakened immune systems are the most vulnerable to foodborne illnesses;

WHEREAS, foodborne illnesses are most often caused by harmful bacteria such as Salmonella, Shigella, and E. coli, which can grow very rapidly unless proper food handling, cleaning, and storage steps are taken;

WHEREAS, Delaware County residents have been among the thousands of Americans infected during nationwide outbreaks of Salmonella and E. coli in recent years;

WHEREAS, the Delaware Board of Health this year established new goals to reduce the incidence of foodborne illnesses in our community;

WHEREAS, the Delaware General Health District's Food Protection and Public Safety Unit works behind the scenes every day in more than 700 local restaurants, grocery stores, and other food establishments to protect Delaware County's residents from foodborne illnesses;

WHEREAS, the Partnership for Food Safety, creator of the Fight BAC food safety campaign, has designated September 2010 as Food Safety Education Month, with this year's emphasis on correcting food safety myths. One such myth is that you can tell from the smell whether leftovers are safe to eat. The truth is that all leftovers should be discarded after 3-4 days, regardless of odor, so "When in doubt, throw it out!"

Therefore, BE IT RESOLVED, that the Board of Commissioners of Delaware County joins the Delaware General Health District in support of Food Safety Education Month and encourages all citizens to protect themselves from foodborne illnesses by always following the Fight BAC campaign advice to Clean, Separate, Cook, and Chill foods.

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

RESOLUTION NO. 10-1226

IN THE MATTER OF PROCLAIMING THURSDAY, SEPTEMBER 23, 2010, AS "FALL PREVENTION AWARENESS DAY":

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

Fall Prevention Awareness Day 2010

WHEREAS, an estimated 8.3 percent of Delaware County citizens are 65 years of age or older; and

WHEREAS, it is estimated that in any year, one third of seniors over the age of 65 will suffer a fall; and

WHEREAS, in 2004-2006, an average of four Delaware County residents age 65 and older died each year as a result of falling; and

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WHEREAS, falling, and the fear of falling, can lead to depression, hopelessness, loss of mobility, and loss of functional independence; and

WHEREAS, older adults who fall are two to three times more likely to fall again; and

WHEREAS, fall related Emergency Room visit and hospitalization rates for Delaware County citizens 65 years and older were higher than rates for all other injuries combined; and

WHEREAS, the causes of falls vary. Factors contributing to falls include lack of strength in the lower extremities, the use of four or more medications, reduced vision, chronic health problems, and unsafe home conditions; and

WHEREAS, Delaware County seniors who remain healthy, active and independent enjoy an improved quality of life; and

WHEREAS, injuries from falls are a largely preventable community health problem; and

WHEREAS, the Stepping Up to Prevent Falls of Delaware County Coalition, including more than 24 organizations from across the County, is working to increase awareness of this preventable health hazard, and encourages Delaware County residents to take steps to protect those who are at increased risk of falling;

NOW THEREFORE, the BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO, does hereby proclaim Thursday, September 23, 2010, as "FALL PREVENTION AWARENESS DAY" in Delaware County, and urges all citizens to help seniors enjoy active, independent lives by preventing falls and injuries.

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

RESOLUTION NO. 10-1227

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Emergency Medical Services recommends to accept the resignation of Graham Stokes as a part-time paramedic; effective April 28, 2010.

Therefore Be It Resolved, that the Commissioners accept the resignation of Graham Stokes as a part-time paramedic; effective April 28, 2010.

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

RESOLUTION NO. 10-1228

SETTING BID OPENING DATE AND TIME TO ASSIST THE CENTRAL OHIO MENTAL HEALTH CENTER FOR RENOVATIONS OF TWO FACILITIES LOCATED ON SOUTH HENRY STREET WITH REVOLVING LOAN FUNDS (RLF) AND APPROVING THE ADVERTISING OF THE NOTICE:

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

Whereas, the Economic Development Director recommends the Bid Opening date of **Friday, October 8, 2010, at 9:00 am** at 101 North Sandusky Street, Delaware, Ohio for renovation to 242 S. Henry St. and 250 S. Henry St., Delaware, Ohio and recommends the advertising of the notice.

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the Bid Opening date of 9:00 am, October 8, 2010, at 101 North Sandusky Street, Delaware, Ohio 43015, and approves the advertising of the notice.

NOTICE TO CONTRACTORS

Sealed proposals will be received by **Delaware County Commissioners**, located at **101 N. Sandusky St., Delaware, Ohio, until 9:00 am on October 8, 2010**, for the **Central Ohio Mental Health Center Renovations** set forth in the plans and specifications on file in the above office. At the time hereinbefore mentioned and at the above-indicated office, sealed bids will be publicly opened and read. Work to be performed is described in the bid form.

**Central Ohio Mental Health Center
242 South Henry Street (Star)
250 South Henry Street (Snouffer)**

The proposed work in Contract is to renovate two facilities with carpet, painting, plumbing, showers, roof, sidewalk

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and parking lot.

The estimated cost for this project is: \$138,000.00.

All proposals shall be sealed and endorsed for Central Ohio Mental Health Renovations, and mailed or delivered to the Delaware Commissioners Office located at 101 N. Sandusky St., Delaware, Ohio 43015. Proposals are to be on forms furnished in the Contract Documents and included with the specifications.

Plans, specifications, bid forms and contract documents may be viewed and secured at the office of A.S.E. Printing, 293 Johnstown Road, Columbus, OH 43219, Phone: 614-428-4448. A \$50 non-refundable fee will be required for each set of drawings, specifications and contract documents. Checks for bidding documents should be made payable to A.S.E. Printing. No partial sets will be sold.

Any Addendum issued will be sent by email only.

Copies of the Bidding documents are available for inspection by prospective bidders at the following locations, during regular hours: Burriss & Behne Architects, Inc., 140 Fairfax Road, Marion, OH 43302; Delaware County Commissioners Office, 101 N. Sandusky St., Delaware, Ohio 43015; COMHC, 824 Bowtown Rd. Delaware, OH facility only; Builders Exchange website; Construction News Service website; F.W. Dodge website.

Each bid must be accompanied by a bid guaranty in the form of a bond with an approved surety company as surety for the execution of the contract. The bid guaranty and contract bond shall be for the full amount of the bid proposal and in the form as contained in the contract documents. Alternately, a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the revised code, in the amount of 10 percent of the bid will be accepted as a bid guaranty. Each proposal must contain the full name and address of every person or company interested in the same.

The County of Delaware hereby notifies all bidders that they affirmatively insure that regard to any contract entered into pursuant to this advertisement, Minority Business Enterprise (MBE) AND Women's Business Enterprise (WBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The County of Delaware is an equal opportunity employer and requires all persons contracting with the County to certify that they are equal opportunity employers and that they do not discriminate on the grounds of race, color, religion, sex or national origin.

Bidders are required to comply with the MBE/WBE requirements set forth. In part, this means that any bidder, to the extent that it subcontracts work, shall award subcontracts to certified Minority Business Enterprise/Women's Business Enterprise in an aggregate dollar value of no less than 7.3% of the contract for MBE and 6.9% of the contract for WBE. This percent can include materials and supplies. The bid specifications provide further details on these requirements.

All Contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, as authorized by the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 regarding goals for women working on state construction projects shall be required.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements and various equal opportunity provisions. Bidders must comply with the provisions of the Americans with Disabilities Act of 1990.

All questions are to be directed to: Paul Omness, Architect: Phone: 740-387-8947.

A Pre-bid conference will be held at **9:00 A.M. on October 1, 2010, at 250 S. Henry St., Delaware, Ohio 43015.** It is recommended that all bidders attend the pre-bid conference: however, non-attendance at pre-bid conference does not preclude Contractor from submitting bid.

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof. The County reserves the right to reject any and all bids for any reason whatsoever and to waive any irregularities. All bids will be considered based on lowest and best bid.

DELAWARE COUNTY COMMISSIONERS
CENTRAL OHIO MENTAL HEALTH

Published Dates: September 23, 2010
September 30, 2010

This Legal Notice to Bidders is also available at the following website: co.delaware.oh.us

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

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RESOLUTION NO. 10-1229

SETTING DATE AND TIME FOR PUBLIC HEARING #2 TO CONSIDER USING DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST MCNAMARA PARK, HILMAR PARK, FREEMAN PARK, AND CENTER GREEN PARK WITH ADA COMPLIANCE AND APPROVING THE ADVERTISING OF THE NOTICE:

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

Whereas, the Economic Development Director recommends the following date and time for the Commissioners to consider using Delaware Revolving Loan Funds (RLF) to assist McNamara, Hilmar, Freeman, and Center Green Parks with ADA compliance and recommends the advertising of the notice, and

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the date and time of **7:30 pm on Monday, October 4, 2010**, at 101 North Sandusky Street Delaware, Ohio 43015, for Public Hearing #2 to consider using Delaware County Revolving Loan Funds (RLF) to assist four parks with ADA compliance and approves the advertising of the notice.

Notice
Delaware County
Notice of Public Hearing#2

The Delaware County Board of Commissioners anticipates requesting the approval from the Ohio Department of Development to utilize Delaware County Revolving Loan Funds to assist in funding projects. The Delaware County Revolving Loan Fund (RLF) purpose is to encourage the expansion and stability of the economic base of, and encourage increased employment opportunities, particularly for low and moderate (LMI) income persons within Delaware County.

On January 5, 2009, the County conducted its first public hearing to inform citizens about the Revolving Loan Program. Based on both citizen input and local officials' assessment of County's needs, the County is considering undertaking the following RLF Project.

To assist McNamara, Hilmar, Freeman, and Center Green Parks with ADA compliance.

Citizens are encouraged to attend this meeting on October 4, 2010, at 7:30 pm to provide their input on the RLF Project.

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

RESOLUTION NO. 10-1230

SETTING DATE AND TIME FOR PUBLIC HEARING #2 TO CONSIDER USING DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST STRAND THEATER IN RENOVATIONS AND APPROVING THE ADVERTISING OF THE NOTICE:

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

Whereas, the Economic Development Director recommends the following date and time for the Commissioners to consider using Delaware Revolving Loan Funds (RLF) to assist Strand Theater in renovation of the theater and recommends the advertising of the notice, and

Whereas, the County Administrator recommends the following date and time for the Commissioners to consider using Delaware Revolving Loan Funds (RLF) to assist Strand Theater in renovation of the theater, and recommends the advertising of the notice,

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the date and time of **7:40 pm on Monday, October 4, 2010**, at 101 North Sandusky Street Delaware, Ohio 43015, for Public Hearing #2 to consider using Delaware County Revolving Loan Funds (RLF) to assist Strand Theater with renovations and approves the advertising of the notice.

Notice
Delaware County
Notice of Public Hearing#2

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On January 5, 2009, the County conducted its first public hearing to inform citizens about the Revolving Loan Program. Based on both citizen input and local officials' assessment of County's needs, the County is considering undertaking the following RLF Project.

To assist Strand Theater with renovations.

Citizens are encouraged to attend this meeting on October 4, 2010, at 7:40 pm to provide their input on the RLF Project.

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

RESOLUTION NO. 10-1231

IN THE MATTER OF APPROVING THE CONTRACT WITH B & B WRECKING FOR DEMO GROUP A PROPERTIES UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP):

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

WHEREAS, Delaware County and the City of Delaware received a total of NSP funds in the amount of \$1,136,655, which includes \$113,600 for administration, and

WHEREAS, Delaware County will receive \$250,000 to \$290,000 of the NSP funds to help stabilize neighborhoods and impede the decline in vacant and foreclosed homes, and

WHEREAS, the project was bid out in three separate groups and bids were received June 21, 2010; and

WHEREAS, the Ohio Regional Development Corporation, has reviewed the bids received, and has determined that the bid for Group A submitted by B & B Wrecking, in the amount of \$75,200.00 is the lowest and best bid for Group A; and

WHEREAS, Ohio Regional Development has determined that B & B Wrecking is qualified and able to perform the demolitions of properties located 4841 County Home Road, Delaware, Ohio .

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

Section 1. The Board of Commissioners approves the contract with B & B Wrecking in the amount of \$75,200.00 for Group A.

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

CONTRACT

THIS AGREEMENT made this 20th day of September 2010, by and between, B & B Wrecking, hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Company and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for demolitions of the project; namely, Delaware County NSP-1 Demolitions, and required supplemental work for the (none) all in strict accordance with the Contract Documents including addenda thereto, numbered one, date June 3, 2010, and _____ dated _____ all as prepared by Ohio Regional Development Corp. acting and in these Contract documents preparation, referred to as the "Engineer"..

Contractor shall complete all work as specified or indicated in 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 of up to Seventy-Five Thousand Two Hundred and no/100 (Dollars) \$ 75,200.00 subject to additions and deductions as provided in Article 10 of the General Conditions.

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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.
3. This contract is contingent upon NSP funding being available, Tier 2 Environmental Review completion (which includes OHPO clearance on each affected property), all necessary legal releases by property owners, and the fulfillment of all applicable state and federal NSP1 requirements. Barn/or Out Buildings may be deleted if necessary.

Breakdown: (Group A Only)

Main Structure	\$45,700.00
Out buildings	\$20,000.00
Barn only	\$ 9,500.00

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 Company 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. Company also agrees that, as an independent Company, Company assumes all responsibility for any federal, state, municipal, or other tax liabilities alone 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.
- 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 Company certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The Company shall indemnify and hold harmless the county, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may

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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 Company, any subCompany, 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. 10-1232

IN THE MATTER OF APPROVING THE CONTRACT WITH B & K LEHNER EXCAVATING FOR DEMO GROUP B PROPERTIES UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP):

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

WHEREAS, Delaware County and the City of Delaware received a total of NSP funds in the amount of \$1,136,655, which includes \$113,600 for administration, and

WHEREAS, Delaware County will receive \$250,000 to \$290,000 of the NSP funds to help stabilize neighborhoods and impede the decline in vacant and foreclosed homes, and

WHEREAS, the project was bid out in three separate groups and bids were received June 21, 2010; and

WHEREAS, the Ohio Regional Development Corporation, has reviewed the bids received, and has determined that the bid for Group B submitted by B & K Lehner Excavating, in the amount of \$54,716.00 is the lowest and best bid for Group B; and

WHEREAS, Ohio Regional Development has determined that B & K Lehner Excavating is qualified and able to perform the demolitions of properties located at 116 N. Sandusky St., 57 Stilson St., 319 London Rd., 100 E. William St., and 96 E. William St.

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

Section 1. The Board of Commissioners approves the contract with B & K Lehner Excavating in the amount of \$54,716.00 for Group B.

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

CONTRACT

THIS AGREEMENT made this 20th day of September 2010, by and between, B & K Lehner Excavating, hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Company and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. **Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for demolitions of the project; namely, Delaware County NSP-1 Demolitions, and required supplemental work for the (none) all in strict accordance with the Contract Documents including addenda thereto, numbered one, date June 3, 2010, and _____ dated _____ all as prepared by Ohio Regional Development Corp. acting and in these Contract documents preparation, referred to as the "Engineer".

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 of up to Fifty-Four Thousand Seven Hundred Sixteen and no/100 (Dollars) \$ 54,716.00 subject to additions and deductions as provided in Article 10 of the General Conditions.

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.

3. This contract is contingent upon NSP funding being available, tier 2 Environmental Review completion (which includes OHPO clearance on each affected property), all necessary legal releases by property owners, and the fulfillment of all applicable state and federal NSP1 requirements. Barn and /Out building may be deleted if necessary.

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Breakdown: (Group B Only)

116 N. Sandusky St. -	\$14,990.00
57 Stilson -	\$ 7,026.00
319 London Rd. -	\$14,850.00
100 E. William St. -	\$ 8,700.00
96 E. Williams St. -	\$ 9,150.00.

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 Company 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. Company also agrees that, as an independent Company, Company assumes all responsibility for any federal, state, municipal, or other tax liabilities alone 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.
- 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 Company certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The Company shall indemnify and hold harmless the county, its 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 Company, any subCompany, 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. Hanks Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1233

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IN THE MATTER OF APPROVING THE CONTRACT WITH BAUMANN ENTERPRISES, INC. FOR DEMO GROUP C PROPERTIES UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP):

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

WHEREAS, Delaware County and the City of Delaware received a total of NSP funds in the amount of \$1,136,655, which includes \$113,600 for administration, and

WHEREAS, Delaware County will receive \$250,000 to \$290,000 of the NSP funds to help stabilize neighborhoods and impede the decline in vacant and foreclosed homes, and

WHEREAS, the project was bid out in three separate groups and bids were received June 21, 2010; and

WHEREAS, the Ohio Regional Development Corporation, has reviewed the bids received, and has determined that the bid for Group C submitted by Baumann Enterprises, Inc., in the amount of \$50,800.00 is the lowest and best bid for Group C; and

WHEREAS, Ohio Regional Development has determined that Baumann Enterprises, Inc is qualified and able to perform the demolitions of properties located at 9732 Dublin Rd., 1961 Columbus Pike, 542 Olde Worthington Rd., 564 Olde Worthington Rd., and 129 E. Pawnee St.

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

Section 1. The Board of Commissioners approves the contract with Baumann Enterprises, Inc in the amount of \$50,800.00 for Group C.

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

CONTRACT

THIS AGREEMENT made this 20th day of September 2010, by and between, Baumann Enterprises, Inc. hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Company and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for demolitions of the project; namely, Delaware County NSP-1 Demolitions, and required supplemental work for the (none) all in strict accordance with the Contract Documents including addenda thereto, numbered one, date June 3, 2010, and _____ dated _____ all as prepared by Ohio Regional Development Corp. acting and in these Contract documents preparation, referred to as the "Engineer"..

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 of up to Fifty Thousand Eight Hundred and no/100 (Dollars) \$50,800.00 subject to additions and deductions as provided in Article 10 of the General Conditions.

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.

3. This contract is contingent upon NSP funding being available, Tier 2 Environmental Review completion (which includes OHPO clearance on each affected property), all necessary legal releases by property owners, and the fulfillment of all applicable state and federal NSP1 requirements. Individual sites may be deleted if necessary.

Breakdown: (Group C Only)

97312 Dublin Rd.	\$ 9,000.00
1961 Columbus Pike	\$ 9,800.00
542 Olde Worthington Rd.	\$ 9,000.00
564 Olde Worthington Rd.	\$12,000.00
129 E. Pawnee St.	\$11,000.00

ARTICLE 3. Contract.

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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 Company 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. Company also agrees that, as an independent Company, Company assumes all responsibility for any federal, state, municipal, or other tax liabilities alone 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.
- 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 Company certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The Company shall indemnify and hold harmless the county, its 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 Company, any subCompany, 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. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-1234

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY CHEMCOTE FOR VILLAGE OF OSTRANDER FORMULA 2009 STREET IMPROVEMENT PROJECT:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

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WHEREAS, the Village reviewed the bids received, and the bid submitted by Chemcote, in the amount of \$60,717.96 has been determined to be the lowest and best bid, and

WHEREAS, the Director of the Economic Development Department recommends approval of the following:

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

Section 1. That the Delaware County Board of Commissioners awards the bid to Chemcote, in the amount of \$60,717.96 for Street Improvements in the Village of Ostrander.

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

CONTRACT

THIS AGREEMENT made this 20th day of September 2010, by and between, Chemcote, hereinafter called the "Vendor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Company and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. **Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the street improvements on Loveless, Hill, Carr, and Second St. Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as followed.

The Street Improvement Project will consist of paving repairs with partial depth and asphalt overlays of various Village streets. The improvements are to be done on Loveless, Hill, Carr, and Second St.. The streets are in poor condition and if allowed to deteriorate further, will assuredly cost more in the future to rehabilitate.

ARTICLE 2. **The Contract Price.**

The Owner will pay the Company 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 Sixty Thousand Seven Hundred Seventeen and 96/100 (Dollars) \$ 60,717.96 subject to additions and deductions as provided in Section 109 hereof.

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 Company 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. Company also agrees that, as an independent Company, Company assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or

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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.
- 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 Company certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The Company shall indemnify and hold harmless the county, its 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 Company, any subCompany, 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. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1235

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE REGIONAL SEWER DISTRICT OPERATIONS MANAGER:

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

**DELAWARE COUNTY
Regional Sewer District**

TITLE: Operations Manager

JOB OBJECTIVES: Individual is responsible for directing the operation and maintenance of all county wastewater treatment facilities and appurtenances. Individual reports to the Director of Environmental Services.

ESSENTIAL JOB FUNCTIONS:

- * Demonstrates a comprehensive and professional knowledge of wastewater treatment; governmental policies and procedures; and federal, state and local environmental and safety rules and regulations;
- * Supervises, coordinates and reviews the operational activities of the Operations Supervisors and Package Plant Supervisor(s) by means of conferences, written directives, review of reports and observation of facility operations; analyzes data reporting plant efficiency and orders necessary changes in operation;
- * Supervises, coordinates and reviews the laboratory, maintenance and collections activities of the Program Manager, Maintenance Mechanic Supervisor(s) and Collection System Supervisor(s) by means of conferences, written directives, review of reports and observation of daily functions; analyzes data and orders necessary changes in operation;
- * Prepares, justifies, and administers annual operation and maintenance budgets for all regional facilities, package plants and appurtenances;
- * Develops, implements and evaluates, in conjunction with the Director, policies and regulations for the operation of County wastewater treatment facilities; plans long and short term goals for

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facilities and determines priorities of goals;

- * Reviews current literature and attends seminars and conferences to keep up-to-date on developments in the field of wastewater treatment;
- * Directs the preparation of technical studies and reports, such as unit optimization reports; coordinates with Director and Lead Project Engineer(s) on the design and planning of treatment facility modifications and expansion;
- * Reviews, prepares and submits all monthly, quarterly, and annual reports of operation to OEPA, USEPA and all other regulatory agencies. Is the "responsible charge" person for all matters concerning OEPA and USEPA; and
- * All other functions and duties as assigned by Director.

NON-ESSENTIAL JOB FUNCTIONS

Performs related Essential/Non-Essential Functions as required.

I. JOB REQUIREMENTS

Equipment: Individual operates a variety of office equipment such as computer, copier, telephone, calculator, FAX machine, and other equipment necessary to perform duties. Individual must be able to operate all equipment associated with Water Reclamation Operations. Individual occasionally wears steel toe boots and a hard hat or uses rubber gloves and eye protection for safety purposes. Ability to safely operate a motor vehicle is required.

Critical Skills/Expertise:

- * Thorough and expert knowledge of federal, state and local rules and regulations concerning water and wastewater issues, including, but not limited to, the Ohio Revised Code, Ohio Administrative Code, Ohio EPA regulations;
- * Thorough and expert knowledge of the principles, equipment and procedures of wastewater treatment and related disciplines, including chemistry, biology, and soil science;
- * Thorough knowledge of OSHA safety practices and procedures;
- * Knowledge and ability to apply progressive management principles to plan and implement goals and objectives;
- * Ability to manage and lead subordinate personnel to develop and implement programs and projects, to delegate duties, to develop collaborative relationships, to effectively evaluate and to initiate and recommend corrective action;
- * Ability to communicate effectively, both orally and in writing;
- * Ability to effectively organize and direct operations;
- * Working knowledge of the fundamentals of recruiting, interviewing, and counseling;
- * Ability to define problems, determine facts and draw valid conclusions; Ability to perform mathematical calculations; and
- * Thorough knowledge of budgeting fundamentals.

Job Standards: Bachelor's degree in civil engineering, chemistry, biology or related field; or High School diploma, or equivalent, combined with a minimum of ten (10) years experience in the wastewater field. Must have minimum of five (5) years Wastewater Plant Management experience and be an Ohio EPA Certified Class IV Wastewater Operator. Must possess a valid Ohio Driver's License and have an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licenses and certificates must be maintained as a condition of continued employment.

II. DIFFICULTY OF WORK

Work involves complex activities that are broad in nature while related to wastewater treatment processes,

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operations and organization. Judgment is needed in selecting the most pertinent guidelines in interpreting precedents and in adapting standard formulas, methods, or procedures to fit facts and conditions. Function generally requires the resolution of involved problems and decision making within the scope of his/her authority.

III. RESPONSIBILITY

Supervisor provides general guidance allowing for planning of procedures and methods to attain objectives. Problems during work raising questions about objectives and boundaries are discussed. Decisions and recommendations are reviewed for attainment of objectives and compliance with agency policy. Work involves non-routine decisions and recommendations based on agency guidelines and policies. Errors in work may pollute watersheds within Delaware County and may have detrimental consequences within regulatory agencies resulting in costly financial and criminal penalties and/or lawsuits against the County.

IV. PERSONAL WORK RELATIONSHIPS

The Operations Manager has daily and frequent contact with co-workers, employees from public and private sector organizations and the general public. The purpose of these contacts is to guide and direct, review and assure progress of work assigned, coordinate services, discuss changes in scheduling and plant operations, and answer questions.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

- Physical Requirements:** The physical requirements of the position are identified as sedentary work, which may require the lifting of up to fifty (50) pounds.
- Physical Activity:** The physical activity of the position is grasping, fingering, talking, hearing, reaching, standing, walking, kneeling, stooping, pushing, and pulling.
- Visual Activity:** Individual performs work where the seeing job is close to the eyes or within arm's reach and also at varying distances.
- Job Location:** Individual works both inside and outside and is exposed to temperatures below 32 degrees or above 100 degrees for periods of more than one hour. Individual is exposed to noise, hazards such as chemicals, and atmospheric conditions such as fumes, odors, mists, dusts, gases, or poor ventilation.

Whereas, the Regional Sewer District Operations Manager position is currently vacant; and

Whereas, The Director of Environmental Services recommends to fill the position; and

Whereas, The Director of Environmental Services recommends the job description for the Regional Sewer District Operations Manager;

Therefore Be It Resolved, that the Board of County Commissioners approves the job description for the Regional Sewer District Operations Manager;

Further Be It Resolved, that the Board of County Commissioners of Delaware County, State of Ohio, approves an internal advertising for the position of the Regional Sewer District Operations Manager.

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

RESOLUTION NO. 10-1236

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE/PROBATE COURT:

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

Transfer of Appropriation		
From	To	
26782608-5001 Community Service/Compensation	26782608-5101 Community Service/Insurance	2,800.00
27426313-5001 Crime Victims Grant/Compensation	27426313-5120 Crime Victims Grant/PERS	135.00

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Supplemental Appropriation

26782608-5101 Community Service/Insurance 2,600.00

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

RESOLUTION NO. 10-1237

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 The Child Support Enforcement Agency recommends ending the probationary period and approving the end-of-probationary pay raise for Darci Hunsaker with the CSEA Department; effective September 8, 2010;

Therefore Be It Resolved, that the Commissioners approve ending the probationary period and approve the end-of-probationary pay raise for Darci Hunsaker with the CSEA Department; effective September 8, 2010;

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

RESOLUTION NO. 10-1238

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE JAIL:

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

Transfer of Appropriation		AMOUNT
From	To	
41211434-5410	41211434-5335	
Jail/Building Improvements	Jail/Rental Services	1,000.00

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

RESOLUTION NO. 10-1239

IN THE MATTER OF ADOPTING RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR:

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

WHEREAS, The Board of County Commissioners has passed Resolution No. 07-543 to reduce the real property tax collection rate from 2.8 mills to 1.8 mills, beginning with tax year 2008 for collection in year 2009 and thereafter for a continuing period of time, pursuant to R.C. 5705.313(A); and

WHEREAS, the Budget Commission of Delaware County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation;

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved, that there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

DELAWARE COUNTY TAX YEAR 2010	Amount	Amount	County Auditor's	
	Approved by	to Be Derived	Estimate of Tax Rate	
FUND	Budget Commission	from levies	to be Levied	
	Inside 10 M.	Outside 10 M.	Inside 10 M.	Outside 10 M.
	Limitation	Limitation	Limit	Limit
General Fund	11,452,457		1.80	
Permanent Improvement Fund	636,234		0.10	

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Developmental Disabilities Fund		13,253,197		2.10
9-1-1- Operations Fund		2,501,207		0.45
Senior Citizens		5,715,362		0.90
Debt Service		890,754		0.14
TOTAL	12,088,691	22,360,520	1.90	3.59

BE IT RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

RESOLUTION NO. 10-1240

IN THE MATTER OF DECLARING AN EMERGENCY FOR THE RECLAMATION AND RESTORATION OF COUNTY PROPERTY FROM THE JUVENILE COURT FACILITY AT 88 NORTH SANDUSKY STREET, DELAWARE, OHIO:

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

WHEREAS, on September 11, 2010, the Delaware County Juvenile Court facility, located at 88 North Sandusky Street, Delaware, Ohio (the "Facility"), suffered damage due to a fire in a neighboring building; and

WHEREAS, county property, including court files, furniture, computers, telephones, and other electronic equipment, received considerable smoke and water damage; and

WHEREAS, the immediate reclamation and restoration of the county property from the Facility is necessary to continue vital court functions; and

WHEREAS, pursuant to section 307.86(A) of the Revised Code, competitive bidding is not required when the board of county commissioners, by a unanimous vote of its members, makes a determination that a real and present emergency exists, and that determination and the reasons for it are entered in the minutes of the proceedings of the board, when either of the following applies:

- (1) The estimated cost is less than fifty thousand dollars.
- (2) There is actual physical disaster to structures, radio communications equipment, or computers.

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

Section 1. The Delaware County Board of Commissioners (the "Board") hereby determines that a real and present emergency exists because there has been actual physical disaster to structures and computers, requiring the immediate reclamation and restoration of county property from the Facility. County property that has been damaged by smoke and water is necessary to continue vital court functions.

Section 2. The Board hereby directs the County Administrator to solicit any necessary estimates for the reclamation and restoration of county property from the Facility and to bring a contract for such work before this Board for its consideration, without regard to competitive bidding, pursuant to section 307.86(A)(2) of the Revised Code.

Section 3. Due to the real and present emergency, time is of the essence, and this Resolution shall take immediate effect upon adoption.

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

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

Commissioner O'Brien
-A Thank-you To The Delaware County Agricultural Society

Commissioner Hanks
-Set Up An Introduction Meeting Between MORPC And Developer For North Gate
-Possible Joint County and Delaware City CDBG Funds

Commissioner Thompson

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-Article in Dispatch On Unemployment Rates Slightly Down

RESOLUTION NO. 10-1241

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR PROPERTY AND CASUALTY INSURANCE:

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

Supplemental Appropriation	Amount
60111901-5301 Property and Casualty Insurance/Contract Prof Ser	\$100,000.00

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

RECESS UNTIL 4:30PM

RECONVENE AT 4:30PM (AT 101 NORTH SANDUSKY STREET)

RESOLUTION NO. 10-1242

IN THE MATTER OF APPROVING A WORK AUTHORIZATION FORM BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND ELECTRONIC RESTORATION SERVICES FOR THE RECLAMATION AND RESTORATION OF COUNTY PROPERTY FROM THE JUVENILE COURT FACILITY AT 88 NORTH SANDUSKY STREET, DELAWARE, OHIO:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the work authorization form.

(A copy of the work authorization form is available in the Commissioners' Office until no longer of administrative value).

Further Be It Resolved, that the Commissioners approve a Purchase Order request to Electronic Restoration Services in the amount of \$76,633.50 (60111901-5370).

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

RESOLUTION NO. 10-1243

IN THE MATTER OF APPROVING A WORK AUTHORIZATION FORM BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND SERVPRO FOR THE RECLAMATION AND RESTORATION OF COUNTY PROPERTY FROM THE JUVENILE COURT FACILITY AT 88 NORTH SANDUSKY STREET, DELAWARE, OHIO:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the work authorization form.

(A copy of the work authorization form is available in the Commissioners' Office until no longer of administrative value).

Further Be It Resolved, that the Commissioners approve a Purchase Order request to Servpro in the amount of \$23,366.50 (60111901-5370).

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

RESOLUTION NO. 10-1244

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

Ken O'Brien

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners