

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 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. 10-1253**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 23, 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 23, 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 Electronic Minutes For Entire Record)**

**Mr. Richard Bird, Spoke Under Other Business; Questioned Why The Recorder's Office Did Not Have An Item On The Agenda Today When Resolution 10-1095 Referenced A Contract For The Date**

**RESOLUTION NO. 10-1254**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0924:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0924 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Village of Galena	Advance For Trail	10011102-5365	\$ 54,412.75

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

**RESOLUTION NO. 10 -1255**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The 911 Communications Department is requesting that Bruce Pijanowski from the Delaware City Police Department attend an EPD Instructor Course in Salt Lake City, Utah November 15-20, 2010; at the cost of \$1,995.00 (Fund Number 21411306).

The Economic Development Department is requesting that Dottie Brown attend a 2010 Community Development Conference in Cambridge, Ohio November 2-4, 2010; at the cost of \$427.60 (Fund Number 21011113).

The Common Pleas Court (Adult Court Services) is requesting that Alison Castrilla, Jeff Vandeborn and Ed Werling attend a Community Corrections Training in Columbus, Ohio September 30-October 1, 2010, at the cost of \$675.00 (Fund Number 25422301).

Environmental Services is requesting that Jack Smelker, David Finney, Blake Jordan, Matt Lambert, Eric Kletrovetz and Tiffany Jenkins attend an educational tour of the ADS pipe manufacturing plant in Wooster, Ohio on September 30, 2010 at no cost.

The Department of Job and Family Services is requesting that Kathy Butler, Sue Ware and Mona Reilly attend a PCSAO Conference in Dublin, Ohio October 6-8, 2010, at the cost of \$505.00 (Fund Number 22411605).

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The Administrative Services Department is requesting that Christine Shaw attend an Ohio County Archivists and Records Managers Association Meeting in Stark County October 15, 2010, at the cost of \$99.00 (Fund Number 10011103).

The Administrative Services Department is requesting that Dawn Huston attend an Unemployment Conference in Columbus, Ohio September 29, 2010, at no cost.

The Engineer’s Office is requesting that William Stillions attend a Professional Land Surveyor of Ohio Seminar in Sandusky, Ohio October 6-9, 2010, at the cost of \$937.00 (Fund Number 29214001).

The Engineer’s Office is requesting that Jack Jennings attend a Professional Land Surveyor of Ohio Seminar in Sandusky, Ohio October 8, 2010, at the cost of \$228.00 (Fund Number 29214001).

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

**RESOLUTION NO. 10-1256**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FROM VARIOUS OFFICES AND DEPARTMENTS TO ASSIST IN FUNDING PROJECTS FOR THE DELAWARE COUNTY DATA CENTER:**

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

Whereas, the County Auditor and Data Center Director recommend and approve the purchase of items to complete Data Center Projects; including such items as a Mail Server, Switches and Tape Backup/Redundancy and Storage; and

Whereas, the County Auditor and Data Center Director recommend to purchase these items from Dell Marketing, LP, which is an approved vendor for cooperative purchasing under the State Term Schedule 534109; and

Whereas, various offices and departments have offered to contribute towards the funding of these projects including The Auditor’s Office’s REA & GIS Departments, The Treasurer’s Office; The Sheriff’s Office; The Engineer’s Office; The Sanitary Engineer’s Department; The 911 Communications’ Department and the Commissioner’s Office General Fund;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Transfer Of Funds, Transfer Of Appropriations, And Supplemental Appropriations From Various Offices And Departments To Assist In Funding Projects For The Delaware County Data Center;

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
20110106-5301 REA GIS/Professional Services	20110106-5450 REA GIS/Machinery & Equipment	47,000.00
20110106-5301 REA GIS/Professional Services	20110106-5260 REA GIS/Inventoried Tools	1,000.00
41211434-5250 Jail Expansion/Minor Tools	41211434-5320 Jail Expansion/Data Processing	5,765.00
41211434-5410 Jail Expansion/Prof Services	41211434-5320 Jail Expansion/Data Processing	25,865.23
66211902-5260 SRF Sanitary Engineer/Equip	66211902-5450 SRF Sanitary Eng/Mach & Equip	6,750.00
10011301-5001 Code Compliance/Compensation	10011301-5450 Code Compliance/Mach & Equip	11,250.00
10011102-5801 Comm General/Transfers	10011103-5450 Records Center/Mach & Equip	4,500.00
10011102-5801 Comm General/Transfers	10011102-5450 Comm General/Mach & Equip	133,110.00

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10011102-5801	10011102-5320	
Comm General/Transfers	Com General Data Processing	21,360.00

**Supplemental Appropriation**

24414102-5450	Del Tax Treasurer/Machinery & Equip	34,476.65
29214004-5450	Motor & Gas/Machinery & Equip	22,500.00
29214004-5320	Motor & Gas/Data Proc Services	3,920.00

Further Be It Resolved, that the Board of Commissioners approves purchasing under State Term Schedule 534109, subject to the Terms & Conditions of said schedule, and approves Purchase Order Requests to Dell Marketing LP in the amount of \$345,536.92, (one for \$64,000.00 and one for \$281,536.92) which shall be made a part of the contract and deemed fully incorporated therein.

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

**RESOLUTION NO. 10-1257**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS FOR FIBER REPAIR FOR JUVENILE COURT FIRE:**

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

**Transfer of Funds**

<b>From</b>	<b>TO</b>	
10011102-5801	20315101-4601	
Comm General/Transfers	Data Processing/Interfund Revenue	\$11,000.00

**Supplemental Appropriation**

20315101-5301	Data Processing/Prof Services	\$11,000.00
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Vote on Motion      Mr. Thompson      Aye      Mr. Hanks      Aye      Mr. O'Brien      Aye

*Information for the following resolution for South Old State Road Improvements for Preliminary Engineering, Part 2. This agreement is a planned modification to the previous contract that the Board approved in May 2010 for Preliminary Engineering Part, including work associated with ODOT's Project Development Process Steps 1 and 2.*

*This Modification authorizes URS Corporation to continue engineering and development of preliminary engineering studies and plans associated with PDP Step 3 to satisfy the National Environmental Policy Act and ODOT requirements. Note that the use of Federal Highway funds requires a lengthy project development process under ODOT supervision, which is why this Agreement is broken down into several parts requiring these Modifications.*

*An application for MORPC-attributable Federal Highway Funding was submitted earlier in September, which the County Engineer expects to have a very good chance of receiving a total of about \$12 million for right of way acquisition (2014) and construction (2015-16).*

**RESOLUTION NO. 10-1258**

**IN THE MATTER OF APPROVING A CONTRACT MODIFICATION WITH URS CORPORATION – OHIO TO CONTINUE PRELIMINARY ENGINEERING OF IMPROVEMENTS TO SOUTH OLD STATE ROAD:**

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

Whereas, Resolution #10-583 approved an Agreement to enter into contract with URS Corporation – Ohio, and engineering consulting firm, for Preliminary Engineering – Part 1 for Improvements to South Old State Road, and;

Whereas, URS Corporation – Ohio, under supervision of the County Engineer, is nearing completion of work associated with Part 1 of said Agreement, and;

Whereas, the County Engineer recommends that the Board continue with Preliminary Engineering for said Improvement;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

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The Board hereby enters into the following Contract:

**PROFESSIONAL SERVICES CONTRACT  
MODIFICATION #1  
DEL-CR10-0.00 SOUTH OLD STATE ROAD IMPROVEMENTS  
PRELIMINARY ENGINEERING – PART 2 (Minor PDP Step 3)**

**Section 1 – Parties to the Agreement**

This Modification #1 to the Agreement dated May 10, 2010, is made and entered into this 27<sup>th</sup> day of September, 2010 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of URS Corporation - Ohio (“Consultant”). This Modification #1 is made pursuant to Section 10 of the Agreement, of which this Modification #1 shall be made a part.

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

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

Consultant agrees to furnish, unto the County, professional engineering services for the project known as DEL-CR10 South Old State Road Improvements, (Preliminary Engineering – Part 2) including those services listed in the Scope of Services agreed upon by the County and Consultant and the Price Proposal for Minor PDP Step 3 (last revision date September 14, 2010), by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

**Section 4 – Compensation**

Compensation for Work performed under this Modification #1 shall be based on a lump sum fee not to exceed Two Hundred Ninety Thousand Dollars (\$290,000) as detailed in September 14, 2010 cost proposal submittal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

*The new total contract amount is therefore \$481,335.00 (\$191,335 (Steps 1-2) + \$290,000 (Modification #1))*

**Section 5 – Payment**

Compensation shall be paid based no more than once monthly and shall be based on the Consultant’s cost to date in accordance with the Consultant’s Price Proposal, determined by the Consultant and approved by the Administrator. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. Consultant shall not commence any “If Authorized” task until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. Invoices are due and payable within 30 days of receipt.

**Section 6 – Completion of Work, Delays and Extensions**

All Work associated with this Agreement shall be completed by the Consultant no later than August 1, 2011. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

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

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

**Section 8 – Indemnification**

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

**Section 9 – Suspension or Termination of Agreement**

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

**Section 10 – Change in Scope of Work**

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

**Section 11 – Ownership of Engineering Documents**

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

**Section 12 – Change of Key Consultant Staff**

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

**Section 13 – Miscellaneous Terms & Conditions**

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

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

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

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

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

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or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

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

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

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

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

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

**RESOLUTION NO. 10-1259**

**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND PORTER TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS THE EAST LIBERTY ROAD IMPROVEMENT PROJECT:**

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Porter Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Porter Township.

**COOPERATION AGREEMENT  
Porter Township and Delaware County**

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**East Liberty Road Improvement Project**

PORTER TOWNSHIP RESOLUTION NUMBER 08-10-01 Date 8/20/10  
DELAWARE COUNTY RESOLUTION NUMBER 10-1259 Date 9-27-10

Porter Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as East Liberty Road Improvement Project

Porter Township will provide funds totaling 13.97% of the cost of the project name. Such funds will come from the General fund

Delaware County through the County Engineer will provide matching funds totaling 13.97%, not to exceed the amount of funds provided by Porter Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Porter Township to be the lead applicant and to sign all necessary documents.

Porter Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

**RESOLUTION NO. 10-1260**

**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BROWN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS THE SKINNER ROAD IMPROVEMENT PROJECT:**

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Brown Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Brown Township.

**COOPERATION AGREEMENT  
Brown Township and Delaware County  
Skinner Road Improvement Project**

BROWN TOWNSHIP RESOLUTION NUMBER 2010-08-18-002 Date 8/18/10  
DELAWARE COUNTY RESOLUTION NUMBER 10-1260 Date 09-27-10

Brown Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Skinner Road Improvement Project

Brown Township will provide funds totaling 19.85% of the cost of the project name. Such funds will come from the road and bridge fund

Delaware County through the County Engineer will provide matching funds totaling 19.85%, not to exceed the amount of funds provided by Brown Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Brown Township to be the lead applicant and to sign all necessary documents.

Brown Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

**RESOLUTION NO. 10-1261**

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**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND HARLEM TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS THE GREEN COOK ROAD IMPROVEMENT PROJECT:**

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Harlem Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Harlem Township.

**COOPERATION AGREEMENT  
Harlem Township and Delaware County  
Green Cook Road Improvement Project**

HARLEM TOWNSHIP RESOLUTION NUMBER 10-8-18T-16 Date 8/18/10  
DELAWARE COUNTY RESOLUTION NUMBER 10-1261 Date 9-27-10

Harlem Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Green Cook Road Improvement Project

Harlem Township will provide funds totaling 12.49% of the cost of the project name. Such funds will come from the General fund

Delaware County through the County Engineer will provide matching funds totaling 12.49%, not to exceed the amount of funds provided by Harlem Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Harlem Township to be the lead applicant and to sign all necessary documents.

Harlem Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

**RESOLUTION NO. 10-1262**

**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERLIN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS THE PIATT & HOLLENBACK ROAD IMPROVEMENTS:**

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berlin Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berlin Township.

**COOPERATION AGREEMENT  
Berlin Township and Delaware County  
Piatt & Hollenback Road Improvements**

10-08-28, 10-08-28, 10-28-29 &  
BERLIN TOWNSHIP RESOLUTION NUMBER 10-08-E0 Date August 27, 2010  
DELAWARE COUNTY RESOLUTION NUMBER 10- Date 9-27-10

Berlin Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Piatt & Hollenback Road Improvements

Berlin Township will provide funds totaling 8.26% of the cost of the project name. Such funds will come from the General, MVL, Gas & MVL-Permissive License funds

Delaware County through the County Engineer will provide matching funds totaling 8.26%, not to exceed the amount of funds provided by Berlin Township, of the cost of the Project. Such funds will come from the road



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and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berlin Township to be the lead applicant and to sign all necessary documents.

Berlin Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

**RESOLUTION NO. 10-1263**

**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERKSHIRE TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS DUSTIN ROAD (BRK 104):**

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berkshire Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berkshire Township.

**COOPERATION AGREEMENT  
Berkshire Township and Delaware County  
Dustin Road (BRK 104)**

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 10-08-02    Date 8-23-10  
DELAWARE COUNTY RESOLUTION NUMBER 10-1263            Date 09-27-10

Berkshire Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Dustin Road (BRK 104).

Berkshire Township will provide funds totaling 24.0 % of the cost of the project name. Such funds will come from the Gasoline/Road/Perm. fund.

Delaware County through the County Engineer will provide matching funds totaling 9.0%, not to exceed the amount of funds provided by Berkshire Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berkshire Township to be the lead applicant and to sign all necessary documents.

Berkshire Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

**RESOLUTION NO. 10-1264**

**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND SCIOTO TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS THE DEGOOD ROAD IMPROVEMENT PROJECT**

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Scioto Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Agreement with Scioto Township.

**COOPERATION AGREEMENT  
Scioto Township and Delaware County**

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**Degood Road Improvement Project**

SCIOTO TOWNSHIP RESOLUTION NUMBER 24-08-2010 Date August 24, 2010  
DELAWARE COUNTY RESOLUTION NUMBER 10-1264 Date 9-27-10

Scioto Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Degood Road Improvement Project

Scioto Township will provide funds totaling 9.15% of the cost of the project name. Such funds will come from the Road and Bridge Contract Service fund

Delaware County through the County Engineer will provide matching funds totaling 8.31%, not to exceed the amount of funds provided by Scioto Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Scioto Township to be the lead applicant and to sign all necessary documents.

Scioto Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

**RESOLUTION NO. 10-1265**

**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND THE CITY OF DELAWARE TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS BUEHLER DR./LEXINGTON BLVD. RESURFACING:**

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the City of Delaware;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the City of Delaware.

**“COOPERATION AGREEMENT”  
CITY OF DELAWARE & DELAWARE COUNTY  
Buehler Dr./Lexington Blvd. Resurfacing**

DELAWARE CITY RESOLUTION NUMBER: 10-31    DATE 9/13/10

DELAWARE COUNTY RESOLUTION NUMBER 10-1265    DATE 9-27-20

Delaware City and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the improvements of the Buehler Dr./Lexington Blvd. Resurfacing.

Delaware City will provide funds totaling 50.4% of the cost of the improvements of the Buehler Dr./Lexington Blvd. Resurfacing project. Such funds will come from the General fund.

Delaware County, through the County Engineer, will provide funds totaling 8.3% of the cost of the Buehler Dr./Lexington Blvd. Resurfacing project. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Delaware City to be the lead applicant and to sign all necessary documents.

Delaware City agrees to pay its \$254,185.00 of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program, agrees to pay its \$50,000.00 of the cost towards construction.

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

*Information for following resolution initiates the Home & Concord Road Intersection Improvement Project. The intersection has deficient sight distance and an accident rate 547% higher than the statewide average. The project will construct a single-lane roundabout and replace 2 deficient bridges near the intersection.*

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*This resolution authorizes the County Engineer to prepare plans, specifications and estimates for the project. Estimated construction cost is \$1.78 million. The Engineer's Office is applying for \$445,000 in OPWC funding for this project, with the remainder by county road and bridge funds. Construction is scheduled for July to December 2011.*

**RESOLUTION NO. 10-1266**

**IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO THE INTERSECTION OF HOME ROAD AND CONCORD ROAD AND AUTHORIZING THE COUNTY ENGINEER TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE IMPROVEMENT:**

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find that the public convenience and welfare require the improving of any public road or part thereof by grading, draining, paving, straightening, or widening such road and constructing or reconstructing any bridges and culverts necessary for such improvement, and may authorize the County Engineer to prepare surveys, plans, profiles, cross sections, estimates of cost, and specifications for the improvement;

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

Section 1: The public convenience and welfare require the improvement of the intersection of Home Road and Concord Road including replacement of two deficient bridges located near the intersection, and that the Improvement known as DEL-CR124-0.26 Home & Concord Road Intersection be initiated for such purpose, and;

Section 2: The County Engineer is hereby authorized to prepare surveys, plans, profiles, cross sections, estimates of cost, and specifications for the Improvement, and;

Section 3: Costs for said Improvement be paid for from any funds appropriated for road and bridge construction.

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

**RESOLUTION NO. 10-1267**

**IN THE MATTER OF AUTHORIZING TOMMY THOMPSON, DELAWARE COUNTY COMMISSIONER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED:**

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

AUTHORIZING LEGISLATION  
Delaware County  
Home & Concord Road Intersection DEL-CR124-0.26

IN THE MATTER OF AUTHORIZING TOMMY THOMPSON, DELAWARE COUNTY COMMISSIONER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED;

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and;

WHEREAS, the Delaware County Board of Commissioners is planning to make capital improvements to the intersection of Home & Concord Road, and;

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs;

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

Section 1: That Tommy Thompson is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That Tommy Thompson is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

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**RESOLUTION NO. 10-1268****IN THE MATTER OF REPAYING ADVANCES FOR THE VICTIM SERVICES VAWA GRANT:**

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

<b>From</b>	<b>To</b>	
23412303	10011102	\$10200.00
VOCA-ARRA	Commissioners General	

The Victim Services Unit VAWA grant was completed July 31, 2010 and we have now received all of our reimbursements.

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

**RESOLUTION NO. 10-1269****IN THE MATTER OF ACCEPTING THE AWARD OF THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:**

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

Grant #	2011VAGENE445
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2010 - September 30, 2011

Federal Grant Amount:	\$58,511.00
Local Match:	<u>\$19,504.00</u>
Total VOCA Grant Amount:	\$78,015.00

Grant #	2011SAGENE445
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2010 - September 30, 2011

State Grant Amount	\$2,106.00
Local Match:	<u>\$ 0.00</u>
Total SVAA Grant Amount	\$2,106.00

Total Grant Amount:            \$80,121.00

Accepting this grant would allow us to continue to employ a Victim Services Assistant and hire back our Civil Protection Order Specialist that we had lost due to VAWA grant funding.

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

**RESOLUTION NO. 10-1270****IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF FUNDS FOR THE PROSECUTOR'S OFFICE VICTIM SERVICES VOCA/SVAA GRANT:**

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

**Supplemental Appropriation**

23612302-4509	VOCA SVAA/State Grant	\$60,617.00
23612302-4601	VOCA SVAA/Interfund Revenues	\$19,504.00
23612302-5001	VOCA SVAA/Compensation	\$ 5,590.00
23612302-5101	VOCA SVAA/Health Insurance	\$ 2,100.00
23612302-5102	VOCA SVAA/Workers Comp	\$ 20.00
23612302-5120	VOCA SVAA/County SHARE/OPERS	\$ 125.00
23612302-5131	VOCA SVAA/County SHARE/Medicare	\$ 5.00
10012101-5801	Prosecutor/Transfer	\$19,504.00

**Transfer of funds**

<b>From:</b>	<b>To:</b>	
10012101-5801	23612302-4601	\$19,504.00
Prosecutor/Transfer	VOCA SVAA/Interfund	

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

**RESOLUTION NO. 10-1271**

**IN THE MATTER OF REPAYING AN ADVANCE FOR THE VICTIM SERVICES VOCA/SVAA GRANT:**

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

<b>From</b>	<b>To</b>	
23612302	10011102	\$14.87
VOCA-ARRA	Commissioners General	

The Victim Services Unit VOCA/SVAA grant will be completed September 30, 2010 and we now have the funds to payback our advance.

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

**RESOLUTION NO. 10-1272**

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

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

The Director of 911 Communications recommends accepting the resignation of Aaron Orr a Tele Communicator for 911 Communications; effective September 30, 2010;

Therefore Be It Resolved, that the Commissioners accept the resignation of Aaron Orr a Tele Communicator for 911 Communications; effective September 30, 2010.

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

**RESOLUTION NO. 10-1273**

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

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

The Director of The Child Support Enforcement Agency recommends accepting the retirement resignation of Teresa Farlee with the CSEA Department; effective October 29, 2010;

Therefore Be It Resolved, that the Board of Commissioners accept the retirement resignation of Teresa Farlee with the CSEA Department; effective October 29, 2010.

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

**RESOLUTION NO. 10-1274**

**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 Job and Family Services recommends Amber Huber for a lateral transfer move to a Social Service Worker III position within the JFS Department; effective October 11, 2010.

Therefore Be It Resolved, that the Board of Commissioners approve Amber Huber for a lateral transfer move to a Social Service Worker III position within the JFS Department; effective October 11, 2010.

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

**RESOLUTION NO. 10-1275**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR KELLAR TRACT:**

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

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Kellar Tract</b>	393 feet of 8- inch sewer	2- manhole
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Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by Delaware County.

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

**RESOLUTION NO. 10-1276**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR GOLF VILLAGE SECTION 7, PHASE D, PART 2:**

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

Whereas, the Director of Environmental Services recommends approving the sanitary subdivider's agreement for Golf Village Section 7, Phase D, Part 2;

Therefore be it resolved, that the Board of Commissioners approve the sanitary subdivider's agreement for Golf Village Section 7, Phase D, Part 2.

**Golf Village Section 7, Phase D, Part 2**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 27<sup>th</sup> day of September 2010, by and between HOMEWOOD CORPORATION herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the GOLF VILLAGE SECTION 7, PHASE D, PART 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$44,250.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **15** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER 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 for Golf Village Section 7, Phase D, Part 2 all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$60,135.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 1 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive 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 the contractor's agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during

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construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER 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.

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$2,104.73** which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$4,800.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$500.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$500.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**CHARLOTTE JOSEPH, PORT AUTHORITY BOARD MEMBER AND CHAIRMAN OF WEBSITE DESIGN COMMITTEE – WEBSITE PRESENTATION**

**RESOLUTION NO. 10-1277**

**IN THE MATTER OF APPROVING A DECREASE IN APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

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

**Decrease Appropriations**

23011703-5365                      CDBG Formula 2008 Grant                      \$43,617.69

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

**RESOLUTION NO. 10-1278**

**IN THE MATTER OF DELAWARE COUNTY COMMISSIONERS APPOINTING THREE REPRESENTATIVES TO THE SHAWNEE HILLS TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR SHAWNEE HILLS TAX INCREMENT FINANCING (TIF) FOR YEAR 2010:**

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

WHEREAS, the Village of Shawnee Hills has established a Tax Increment Financing (TIF) Ordinance No. 25-2002, dated December 19, 2002, and

WHEREAS, a Tax Incentive Review Council (TIRC) was created by Shawnee Hills to review all TIF projects, and

WHEREAS, the Board of County Commissioners, Delaware County, is responsible to appoint three representatives to the Shawnee Hills TIRC.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware.

Section 1. The Delaware County Commissioners has determined that the following people be approved as members of the Shawnee Hills TIRC.

1. County Administrator or Designee
2. Frank Reinhard, Delaware County Bank
3. Shawn Stevens, Chase Bank

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

**RESOLUTION NO. 10-1279**

**IN THE MATTER OF APPROVING A RESOLUTION OF SUPPORT FROM THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE ORANGE TOWNSHIP ROUTE 23 PEDESTRIAN BRIDGE PROJECT AND FOR THE ISSUANCE OF MORPC-ATTRIBUTABLE TRANSPORTATION FUNDING:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve a resolution of support for The Orange



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Township Route 23 Pedestrian Bridge Project And For The Issuance Of MORPC-Attributable Transportation Funding.

WHEREAS, the Board of Township Trustees of Orange Township, Delaware County, Ohio has determined to pursue its Route 23 Pedestrian Bridge Project to improve the connectivity of pedestrian access through the township by adding a pedestrian bridge over U.S. Route 23 to the township's bike and recreational trail system; and

WHEREAS, in pursuance of this goal, the Board of Township Trustees of Orange Township has retained Floyd Browne Group to assist township staff in the preparation of the Final Application Form for MORPC - Attributable Transportation Funding; and

WHEREAS, the Board of Delaware County Commissioners wishes to offer support to the Board of Township Trustees of Orange Township for an improvement which will enhance the well being of residents and further a sense of community; and

WHEREAS, the Board of Delaware County Commissioners wishes to offer support for the issuance of MORPC - Attributable Transportation Funding for the project;

THEREFORE BE IT RESOLVED, that the Board of Delaware County Commissioners offer a resolution of support for the Route 23 Pedestrian Bridge Project and for the issuance of MORPC - Attributable Transportation Funding to assist in defraying the project cost.

BE IT FURTHER RESOLVED that the Clerk to the Commissioners shall certify a copy of this resolution to the Board of Township Trustees of Orange Township at her earliest convenience.

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

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

**Commissioner Hanks**  
 -Article In Columbus Dispatch On Economic Development Meeting  
 -Columbus Zoo And Aquarium Accreditation Ranking

**Commissioner O'Brien**  
 - Community Action Organizational Still In Need Of Board Members  
 -Policy Board For DKMM Also Has Board Openings

**Commissioner Thompson**  
 -County Fair Week Review

**RESOLUTION NO. 10-1280**

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

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 10:08AM.

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

**RESOLUTION NO. 10-1281**

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 12:15AM.

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

**RESOLUTION NO. 10-1282**

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

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

It is recommended to place Jude James with the EMS Department on Paid Administrative Leave through

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MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2010

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October 31, 2010; effective September 27, 2010;

Therefore Be It Resolved, that the Board of Commissioners place Jude James with the EMS Department on Paid Administrative Leave through October 31, 2010; effective September 27, 2010.

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

**RESOLUTION NO. 10-1283**

**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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Jennifer Walraven, Clerk to the Commissioners