

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2010**

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

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

**9:30 AM Public Hearing #2 To Consider Using Delaware County Revolving Loan Funds (RLF) To Assist Andrews House In ADA Renovations**

**RESOLUTION NO. 10-1371**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 14, 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 October 14, 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 Abstain Mr. O'Brien Aye

**Public Comment**

**1) Phil Panzarella, Berlin Township Trustee  
Comments On The ODOT District 6 TRAC (Transportation Review Advisory Council) Meeting On The US 36/SR 37/I-71 Interchange And The Effects Of EMS, Fire, Schools And Secondary Infrastructure**

**2) Patricia Clements, Job And Family Services Employee With The Reentry Task Force, Information On A Meeting/ Training That Will Be Held October 28, 2010 For The Purpose Of Providing A Forum In Which The University Of Cincinnati Can Present Their Research On Successful Programs Related To The Offender Population And Their Reintegration Back Into The Community.**

**PRESENTATIONS/REPORTS**

**MIKE RANKIN, ASSISTANT SECRETARY OF STATE**

**DALE HENRY, REGIONAL LIAISON**

**-"Better Lives, Better Ohio" -Website Information Relevant To Ohio**

**-Uniform Poll Work Guide For Elections**

**GEORGE KAITSA, DELAWARE COUNTY AUDITOR**

**STACIE HINES, PEOPLE-IN-NEED CHRISTMAS CLEARING HOUSE**

**RESOLUTION NO. 10-1372**

**9:30 AM- - IN THE MATTER OF OPENING THE PUBLIC HEARING #2 TO CONSIDER USING DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST ANDREWS HOUSE IN ADA RENOVATIONS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to open the hearing.

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

**RESOLUTION NO. 10-1373**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 TO CONSIDER USING DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST ANDREWS HOUSE IN ADA RENOVATIONS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to close the hearing.

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

**RESOLUTION NO. 10-1374**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1015, MEMO TRANSFERS IN BATCH**

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**NUMBERS MTAPR1015:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1015, memo transfers in batch numbers MTAPR1015 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO Decrease</b>			
Commissioners	Rent CSEA	23711630-5335	\$ 12,000.00
<b>PO Increase</b>			
Commissioners	Indirect Cost CSEA	23711630-5380	\$ 8,700.00
Facilities	Postage	23711630-5331	\$ 7,000.00
MT Business Technologies	Copies	23711630-5313	\$ 450.00
Facilities	Environ. Serv. Vehicle Repair	66211903-5228	\$ 6,000.00
Facilities	Environ. Serv. Vehicle Repair	66211904-5228	\$ 13,000.00
Facilities	Environ. Serv. Vehicle Repair	66211906-5228	\$ 600.00
Facilities	Environ. Serv. Vehicle Repair	66211907-5228	\$ 500.00
Delaware Cab	JFS Client Transportation	22411601-5355	\$ 15,000.00

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

**RESOLUTION NO. 10-1375**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1015GC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1015GC and Purchase Orders as listed below:

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1006302	THOMAS & MARKER CONSTRUCTION	CITY OF POWELL- RLF	23111709 - 5365	\$146,900.00	0001
R1006504	J C & SON BUILDERS LLC	DCHIP HOME REPAIRS	23011702 - 5365	\$4,300.00	0001

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

**RESOLUTION NO. 10-1376**

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

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

The Sheriff's Office is requesting that David Johnson attend a Criminal Patrol/ Drug Interdiction Training in Springfield, Ohio October 12-14, 2010, at the cost of \$381.00. (Fund Number 29131321).

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

**RESOLUTION NO. 10-1377**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM GLOBAL FOOD SERVICES LLC DBA MAANAS AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Global Food Services LLC DBA Maanas has requested a new D5 permit located at 1335 Cameron Ave. Orange Township Lewis Center, Ohio 43035, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

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**RESOLUTION NO. 10-1378****IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 2010:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to accept the Treasurer's Report for the month of September 2010.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

**RESOLUTION NO. 10-1379****SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE MEADOWS AT HARVEST WIND DITCH MAINTENANCE PETITION FILED BY THE MEADOWS AT HARVEST WIND CONDOMINIUM ASSOCIATION:**

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

WHEREAS, on the 20<sup>th</sup> day of September, 2010, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by The Meadows At Harvest Wind Condominium Association and others, to:

1. To replace, repair or alter the existing improvements as required and to maintain these improvements per attached Exhibit C and associated engineering design plan.
2. In Delaware County, Genoa Township, in the Meadows At Harvest Wind, Condo site and generally following the existing course and terrain of the improvement shown on document labeled Exhibit C.

(Exhibit C available for review in the Delaware County Commissioners' Office and Engineer's Office until no longer of administrative value).

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday the 29th day of November 2010, at 1:30 PM** at the corner of Varick Lane and Golden Wheat Lane, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **Monday the 7th day of February, 2011, at 7:30 PM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**RESOLUTION NO. 10-1380****SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE JONES #279 WATERSHED DITCH MAINTENANCE PETITION FILED BY GLORIA WILSON AND OTHERS:**

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

WHEREAS, on the 4<sup>th</sup> day of October, 2010, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Gloria Wilson and others, petitioners, to:

1. Place project on Ditch Maintenance Program.
2. Propose improvement commencing in Delaware County, Brown and Kingston Townships within The Jones #279 Watershed.
3. The following is the nature of the work petitioned for: This request is to maintain the drainage, both surface

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and subsurface to a good and sufficient outlet. The subsurface drainage was installed in accordance with USDA NCRS Plan #OH-328-10-08.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday the 13<sup>th</sup> day of December, 2010, at 1:30PM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Monday the 7<sup>th</sup> day of February 2011, at 7:45PM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**RESOLUTION NO. 10-1381**

**IN THE MATTER OF EXTENDING THE FILING DATE FOR THE PLANS, REPORTS, AND SCHEDULES FOR THE CHADWICK DITCH NO. 135 DITCH PETITION:**

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

Whereas, Resolution No. 08-1190 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for The Chadwick Ditch No. 135 Ditch Petition; and

Whereas, the Resolution fixed October 6, 2010, as the date for filing of the reports, plans, and schedules; and

Whereas, the Delaware County Engineer requires additional time to prepare the plans, reports, and schedules;

Therefore Be It Resolved, that the Board of County Commissioners fixes January 6, 2011 as the date for filing of the reports, plans, and schedules for the Chadwick Ditch No. 135 Ditch Petition.

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

**RESOLUTION NO. 10-1382**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY ADULT COURT SERVICES AND THE DELAWARE AREA CAREER CENTER:**

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

Whereas, the Director of Adult Court Services recommends approval of the Delaware Area Career Center ABLE Program agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the Delaware Area Career Center ABLE Program agreement.

**EDUCATIONAL SERVICES AGREEMENT**

This Contract is entered into on the 18th day of October, 2010, by and between the Delaware County Board of Commissioners (the "County"), on behalf of Delaware County Adult Court Services, and the Delaware Area Career Center ABLE Program ("DACC").

Whereas, Delaware County Adult Court Services is in need of an on-site ABLE/GED class on Monday evenings and the DACC is willing to provide such services at an agreed upon cost, the Parties hereby agree as follows:

1. NATURE OF SERVICES

The DACC will provide an on-site ABLE/GED class for court-involved persons at 22 Court Street, Delaware OH 43015.

The ABLE/GED class-tutoring- will meet for two hours, from 5:30-7:30 PM, on Monday evenings. All class

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members will have a pre and post assessment using the TABE (Test of Adult Basic Education) to document learner progress, as required by the Ohio Board of Regents/ABLE office. The TABE Assessment will not be administered at the Adult Court site, but may be administered and scored at any other ABLE locations.

The instructor, Kristin Jones, will track attendance and follow-up with students when they are absent. Adult court students may also enroll in the on-line ABLE/GED class and work with the on-line instructor, Cindy Wolfe. There is no cost for the on-line class and all students are encouraged to register for this class also, since their brick and mortar/tutoring class meets only 1x per week.

2. TERM OF CONTRACT

The evening class/tutoring sessions will begin on Monday, September 13, 2010, and end on Monday, June 27, 2011. (37 weeks) There will be no ABLE classes on the following dates: November 23, December 20, December 27, January 17, February 21, and May 30.

3. PAYMENT AND REIMBURSEMENT

The County shall pay DACC for providing the educational services herein. Payment shall be \$35.00 per hour with a total allowance of 3 hours per class (2 hours of class time plus 1 hour of preparation time). Total cost per class will be \$105.00. Total cost of services rendered will be \$3885.00. Services will be invoiced quarterly.

4. APPLICABLE LAW

The parties hereto agree that it is their intention that this Contract and the performance hereunder be construed in accordance with the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

5. INDEMNIFICATION

To the fullest extent permitted by law, the Delaware Area Career Center ABLE Program shall indemnify, save and hold Delaware County, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the DACC's performance of this Contract. DACC shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against Delaware County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

6. INSURANCE

a. General Liability Coverage: DACC shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

b. Automobile Liability Coverage: DACC shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

c. Workers' Compensation Coverage: DACC shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

d. Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsections 6.a. and 6.b.

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

7. WAIVER

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

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8. ASSIGNMENT

The Contract shall be binding on DACC and the County, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but DACC may not assign this Contract without the County's prior written consent.

9. FINDINGS FOR RECOVERY

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

10. HOMELAND SECURITY

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

11. INDEPENDENT CONTRACTOR

DACC 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. DACC also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

12. SEVERABILITY

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.

13. ENTIRE AGREEMENT

This Contract shall constitute the entire understanding and agreement between the County and DACC, 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.

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

**RESOLUTION NO. 10-1383**

**IN THE MATTER OF APPROVING THE THIRD QUARTER REPORT FOR THE PRETRIAL SUPERVISION GRANT FOR ADULT COURT SERVICES:**

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

Grant #	2009-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,000.00
Local Match:	<u>\$ 10,000.00</u>
Total Grant Amount:	\$ 40,000.00

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment as a condition of bond.

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

**RESOLUTION NO. 10-1384**

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**IN THE MATTER OF APPROVING THE THIRD QUARTER REPORT FOR THE MENTAL HEALTH GRANT FOR ADULT COURT SERVICES :**

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

Grant #	2009-JG-C01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,00.00
Local Match:	\$ 5,000.00
Local Match – City:	<u>\$ 5,000.00</u>
Total Grant Amount:	\$ 40,000.00

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

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

**RESOLUTION NO. 10 -1385**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REENTRY TASK FORCE FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE REENTRY TASK FORCE MEETING:**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County has the accepted a grant for reentry task force activities; and

WHEREAS, Delaware County has received funds for the purpose of Reentry Task Force meetings, training and activities in Delaware County; and

WHEREAS, a meeting/ training has been organized and will be held October 28, 2010 for the purpose of providing a forum in which the University of Cincinnati can present their research on successful programs related to the offender population and their reintegration back into the community and for all members of the task force to be present and participate in the training; and

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 hereby authorizes the use of Reentry Task Force Grant funds in an amount not to exceed \$800.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Reentry Task Force Meeting.

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

**RESOLUTION NO. 10-1386**

**IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND PROVIDERS AS LISTED:**

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for Child Care Placement providers:

**Advantage Adoption and Foster Care**

AMENDMENT TO CONTRACT  
For  
Child Placement and Related Services  
AMENDMENT NO. 1

This Amendment, effective October 1, 2010, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Advantage Adoption and Foster Care, entered into on the first day of July, 2010.

- I. Article IV. Reimbursement for Placement Services: Changes the maximum amount reimbursable under the contract from \$110,000.00 to \$265,000.00.

**Further Be It Resolves**, that the Commissioners approve a purchase order increase to Advantage Adoption and Foster Care in the amount of \$75,000.00.

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

**RESOLUTION NO. 10-1387**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TYEVCO, INC. FOR BID PACKAGE 1 – GENERAL TRADES FOR TENANT SUITE IMPROVEMENTS; DELAWARE COUNTY RECORDS CENTER RELOCATION TO: 2079 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:**

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

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Commissioners and Tyevco, Inc;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Tyevco, Inc.

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT**

This Contract made by and between:

Tyevco, Inc.  
1678 W Audubon Blvd  
Lancaster, OH 43130

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Records Center Relocation to:  
2079 North U. S. Highway 23  
Delaware, Ohio 43015  
Bid Package 1 – General Trades

**ARTICLE 2**

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$113,623.00 (the "Contract Price"), based upon the Bid Form, dated August 24, 2010, submitted by the Contractor.

Base Bid - \$104,000.00



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Alternate 1 - \$9,623.00  
 Alternate 2 - \$0.00  
 Alternate 3 - \$0.00

Total Contract Amount = \$113,623.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 90 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.

4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of

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the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Homeland Security: Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/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.
- 4.9 Campaign Contributions Compliance with ORC § 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.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**RESOLUTION NO. 10-1388**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND H & A MECHANICAL, INC. FOR BID PACKAGE 2 - HVAC FOR TENANT SUITE IMPROVEMENTS; DELAWARE COUNTY RECORDS CENTER RELOCATION TO: 2079 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:**

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

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Commissioners and H & A Mechanical, INC.;

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and H & A Mechanical, Inc.

DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT

This Contract made by and between:

H & A Mechanical, Inc.  
P.O. Box 255  
Baltimore, OH 43105-0255

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Records Center Relocation to:  
2079 North U. S. Highway 23  
Delaware, Ohio 43015  
Bid Package 2 – HVAC

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$64,000.00 (the "Contract Price"), based upon the Bid Form, dated August 24, 2010, submitted by the Contractor.

Base Bid - \$64,000.00

Total Contract Amount = \$64,000.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 90 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

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<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

- 4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Homeland Security: Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/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.
- 4.9 Campaign Contributions Compliance with ORC § 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

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“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.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**RESOLUTION NO. 10-1389**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND AGGRESSIVE MECHANICAL, INC. FOR BID PACKAGE 3 - PLUMBING FOR TENANT SUITE IMPROVEMENTS; DELAWARE COUNTY RECORDS CENTER RELOCATION TO: 2079 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:**

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

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Commissioners and Aggressive Mechanical, INC

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Aggressive Mechanical, Inc

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT**

This Contract made by and between:

Aggressive Mechanical, Inc.  
638 Greenlawn Ave.  
Columbus, OH 43223

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Records Center Relocation to:  
2079 North U. S. Highway 23  
Delaware, Ohio 43015  
Bid Package 3 – Plumbing

**ARTICLE 2**

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$12,050.00 (the “Contract Price”), based upon the Bid Form, dated August 24, 2010, submitted by the Contractor.

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Total Contract Amount = \$12,050.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 90 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.

4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

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- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Homeland Security: Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/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.
- 4.9 Campaign Contributions Compliance with ORC § 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.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**RESOLUTION NO. 10-1390**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SIMCO ELECTRIC, INC. FOR BID PACKAGE 4- ELECTRIC FOR TENANT SUITE IMPROVEMENTS; DELAWARE COUNTY RECORDS CENTER RELOCATION TO: 2079 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:**

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

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Commissioners and Simco Electric, Inc;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Simco Electric, Inc.

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DELAWARE COUNTY BOARD OF COMMISSIONERS  
 CONTRACT

This Contract made by and between:

Simco Electric, Inc.  
 3048 Marysville Rd.  
 Delaware, OH 4301

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Records Center Relocation to:  
 2079 North U. S. Highway 23  
 Delaware, Ohio 43015  
 Bid Package 4 – Electrical

**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$48,921.00 (the "Contract Price"), based upon the Bid Form, dated August 24, 2010, submitted by the Contractor.

Base Bid - \$48,921.00

Total Contract Amount = \$48,921.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 90 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5

LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000



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More than \$2,000,000 to \$5,000,000	\$2,000	
More than \$5,000,000 to \$10,000,000	\$2,500	
More than \$10,000,000		\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Homeland Security: Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/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.
- 4.9 Campaign Contributions Compliance with ORC § 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.

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**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**RESOLUTION NO. 10-1391**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SIMPLEX GRINNELL LP FOR BID PACKAGE 5 – FIRE PROTECTION FOR TENANT SUITE IMPROVEMENTS; DELAWARE COUNTY RECORDS CENTER RELOCATION TO: 2079 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:**

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

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Commissioners and Simplex Grinnell Lp.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Simplex Grinnell Lp.

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT**

This Contract made by and between:

Simplex Grinnell  
6175 Shamrock Ct.  
Dublin, OH 43016

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Records Center Relocation to:  
2079 North U. S. Highway 23  
Delaware, Ohio 43015  
Bid Package 5 – Fire Protection

**ARTICLE 2**

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$77,974.00 (the “Contract Price”), based upon the Bid Form, dated August 24, 2010, submitted by the Contractor.

Base Bid - \$77,974.00

Total Contract Amount = \$77,974.00

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract

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Documents.

**ARTICLE 3**

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 90 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

- 4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for

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services or deliverables rendered hereunder.

- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Homeland Security: Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/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.
- 4.9 Campaign Contributions Compliance with ORC § 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.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**RESOLUTION NO. 10-1392**

**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 Emergency Medical Services recommends promoting Paramedic Shawn Coontz from part-time to full-time; effective date October 21, 2010;

Therefore Be It Resolved, that the Commissioners approve promoting Paramedic Shawn Coontz from part-time to full-time; effective date October 21, 2010.

The Director Of Emergency Medical Services recommends to end the probationary period and approve the accompanying pay raise for Laura Hatcher; retroactive to July 12, 2010.

Therefore Be It Resolved, that the Commissioners approve ending the probationary period and approve the accompanying pay raise for Laura Hatcher; retroactive to July 12, 2010.

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

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**RESOLUTION NO. 10-1393**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY 2K GENERAL CONSTRUCTION FOR THE CENTRAL OHIO MENTAL HEALTH RENOVATIONS TO SNOUFFER AND STAR BUILDINGS LOCATED ON SOUTH HENRY STREET, DELAWARE, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. Thompson 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

WHEREAS, the City of Powell reviewed the bids received, and the bid submitted by 2K General Construction, in the amount of \$132,750.00 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 2K General Construction, in the amount of \$132,750.00 for the Central Ohio Mental Health Renovations.

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

**CONTRACT**

THIS AGREEMENT made this 18<sup>th</sup> day of October 2010, by and between, 2K General Construction, hereinafter called the "Vendor" and Delaware County Commissioners, hereinafter called the "Owner".

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

The Central Ohio Mental Health Renovations will consist of interior and exterior renovations to buildings located at 249 and 250 S. Henry Street, Delaware, Ohio.

**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 renovations to 249 and 250 S. Henry Street, Delaware, Ohio as stated in the specifications.

**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 One Hundred Thirty-Two Thousand Seven Hundred Fifty and 00/100 (Dollars) \$ 132,750.00 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

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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. 10-1394**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE STATUS REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2009 WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to authorize the submittal of the CDBG Formula 2009 Status Report:

WHEREAS, the Ohio Department of Development awarded \$146,000 in Fiscal Year 2009 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the FY09 CDBG Formula Program, is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program, and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Status Report of the CDBG Formula 2009 for their review.

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 Delaware County Board of Commissioners hereby authorizes the submittal of the CDBG Formula 2009 Status Report for the period of March 3, 2010 – September 1, 2010 to Ohio Department of Development, Office of Housing and Community Partnership.

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

**RESOLUTION NO. 10-1395**

**IN THE MATTER OF AMENDING RESOLUTION 10-1047 TO INCREASE THE REIMBURSEMENT TO PURCHASE COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR ECONOMIC DEVELOPMENT:**

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

WHEREAS, The Delaware County Commissioners authorized on Resolution No. 10-1047 dated August 9, 2010 the Economic Development Director to be reimbursed from the Economic Development fees in an amount not to exceed \$3,400.00 to assist in funding the purchase of coffee, meals, refreshments and other amenities for business retention; and

WHEREAS, The Delaware Economic Development Director schedules planned meetings with current and future business official to discuss growth, expansion and new business, and

WHEREAS, The Economic Development Director is requesting authorization to increase the reimbursement amount to purchase coffee, meals, refreshments and other amenities to \$3,900.00.

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 hereby authorizes the Economic Development Director to be reimbursed from the Economic Development fees in an amount not to exceed \$3,900.00 to assist in funding the purchase of coffee, meals, refreshments and other amenities for business.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Hanks**

- Attended The ODOT District 6 TRAC (Transportation Review Advisory Council) Meeting
- Attended The 2020 Economic Development Meeting
- Attended A Mid Ohio Development Meeting
- Meeting With An Owner Of A Possible Fitness Center Business In The Buckeye Valley Area
- Sales Tax Numbers Up 6.3%
- Email From Ohio Corn Growers Association

**Commissioner O'Brien**

- Sales Tax Numbers; Review Trends
- ODOT District 6 TRAC (Transportation Review Advisory Council); Hopefully The Economic Development Impact Study Of The Interchange Answers The Concerns Of EMS, Fire, Schools, Secondary Infrastructure, Revenues And Expenses And If Bonding Will Be Able To Be In Place

**Commissioner Thompson**

- Sales Tax Numbers
- Invited To A Air National Guard Re-Fueling Exercise In November
- Board Of Revisions; Under 300 Cases Remaining

**Administrator Martin**

- Will Be Attending The Chamber Meeting On Thursday With Letha George
- The Sarah Moore Spaghetti Dinner Fundraiser Is Tonight

**RESOLUTION NO. 10-1396**

**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:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 10:12AM.

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

**RESOLUTION NO. 10-1397**

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**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 10:47AM.

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

**RESOLUTION NO. 10-1398**

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

\_\_\_\_\_  
Todd Hanks

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Tommy Thompson

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners