

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

RESOLUTION NO. 11-528

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 19, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on May 19, 2011; 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. Stapleton   Aye   Mr. O'Brien   Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-529

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0520 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER CMAPR0520PC:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0520, Procurement Card Payments in batch number CMAPR0520PC and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>	
<b>PO’ Increase</b>					
Galbo Consulting		Job and Family Services	22311611-5348	\$	20,700.00
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Amount</b>	<b>Line Number</b>
R1103966	CORNELL ABRAXAS GROUP INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$12,500.00	0001
R1103971	HOUSE OF NEW HOPE INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$75,000.00	0001
R1103984	POMEGRANATE HEALTH SYSTEMS	RESIDENTIAL TREATMENT	22511607 - 5342	\$25,000.00	0001
R1103988	STARR COMMONWEALTH	RESIDENTIAL TREATMENT	22511607 - 5342	\$50,000.00	0001
R1104109	WINDSTREAM CORP	MAINTENANCE AGREEMENT	21411306 - 5325	\$41,071.00	0001
R1104409	EMERGENCY COMMUNICATIONS	CODERED WEATHER WARNING SYSTEM 2011 AGREEMENT	21411306 - 5320	\$18,750.00	0001
R1104431	MOTOROLA SOLUTIONS INC	2 MOBILE RADIOS	21411306 - 5260	\$5,792.75	0001

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

RESOLUTION NO. 11-530

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Rhonda Leasure and Steve Ehrle attend a State Training on Discoverer in Columbus, Ohio June 7, 2011, at the cost of \$24.40 (Fund Number 22311611).

The Child Support Enforcement Agency is requesting that Adeana Gray, Andrea DelCole, Brandy Davenport and Erynn Ringle attend a SETS Financial Training in Columbus, Ohio June 21-23, 2011 at no cost.

The Court of Common Pleas (Adult Court Services) is requesting that Ed Werling and Alison Castrilla attend the 12<sup>th</sup> Annual Line Staff Training Institute in Columbus, Ohio June 16-17, 2011, at the cost of \$300.00 (Fund Number 25422301).

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

RESOLUTION NO. 11-531

IN THE MATTER OF CHANGING THE STARTING TIME OF THE THURSDAY MAY 26, 2011 REGULAR SESSION TO 8:30AM:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to change the starting time of the **Thursday May 26, 2011 regular session to 8:30AM.**

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

RESOLUTION NO. 11-532

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

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

Whereas the below requests to perform work within the right of way have been reviewed and approved by the Delaware County Engineer;

Now Therefore be it resolved that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U11-027	AT&T	MAXTOWN RD	BORE/TRENCH CABLE
U11-028	AT&T	MANNING PKWY	TRENCH & PLACE CABLE
U11-029	CENTURY LINK	OLIVE GREEN RD	BURY FIBER OPTIC CABLE
U11-030	CENTURY LINK	MONKEY HOLLOW RD	PLACE CABLE IN ROW

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

RESOLUTION NO. 11-533

IN THE MATTER OF APPROVING A CONSTRUCTION CONTRACT FOR THE DEL-COUNTY 2011 RESURFACING PROJECT WITH SHELLY AND SANDS, INC.:

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

WHEREAS, the County Engineer has received bids for the DEL-COUNTY 2011 RESURFACING project and recommends that an award be made to the low bidder, Shelly and Sands, Inc. of Columbus, Ohio in the amount of \$2,580,352.52;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following contract is hereby approved, provided, however, the County Engineer shall not authorize the Contractor to perform work on the County Road 51 (North County Line Road) segment until the Board approves a maintenance agreement with the Licking County Board of Commissioners:

CONTRACT

THIS AGREEMENT is made this 23<sup>rd</sup> day of May, 2011 by and between **Shelly & Sands, Inc., P.O. Box 2469, 1515 Harmon Avenue, Columbus, Ohio 43215**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

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**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 construction of the improvements embraced in the project named **“DEL-COUNTY 2011 RESURFACING, Resurfacing and Reconstruction of Delaware County and Township Roads, including Base Bid Items only,** and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***Two Million Five Hundred Eighty Thousand Three Hundred Sixty Dollars and Ninety Three Cents (2,580,360.93)***, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

**RESOLUTION NO. 11-534****IN THE MATTER OF APPROVING A RESOLUTION TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION'S BID FOR SODIUM CHLORIDE:**

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

**Sodium Chloride Bid**

Whereas, for the past several years we have participated with the Ohio Department of Transportation in the bid for sodium chloride (rock salt) in order to obtain lower pricing; and

Whereas, the Engineer would like Board's approval to participate in this program again for the 2011-2012 winter season; and

Whereas, a Cooperative Purchasing Agreement with ODOT for this participation is available for your approval; and

Whereas, the County Engineer recommends approval of the resolution;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve to participate in The Ohio Department Of Transportation's Bid For Sodium Chloride.

**OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services  
Cooperative Purchasing Program - Sodium Chloride (Rock Salt)**

**RESOLUTION/ORDINANCE** as adopted for sodium chloride/rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions

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including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That Delaware County Commissioners

Hereby Requests Authority in The Name of Delaware County  
(Agent)  
(Political Subdivision)

To participate in the Ohio Department of Transportation’s Contract for Rock Salt and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;

018 NOTE: By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 018 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120% respectively, for which the Political Subdivision will be responsible.

318 NOTE: By executing this agreement and providing tonnage to purchase the Political Subdivision recognizes that Contract 318 will contain a 100% tonnage provision for which the Political Subdivision will be responsible.

- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving all disputes arising out of participation in the contract and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

018 Salt Winter Use Contract – 80/120% (Min/Max Tonnage)		
STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (ESTIMATED)
1020 U.S. Route 42N, Delaware, Ohio	4,000 tons	8,000 tons total for all locations
7049 Big Walnut Road, Galena, Ohio	600 tons	
1454 Rome Corners Road, Galena, Ohio	1,000 tons	
2708 Lackey Old State Road, Delaware, Ohio	300 tons	
318 Summer Fill-Up – 100% Tonnage Provision		
STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (ESTIMATED)

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of the Invitation to bid.

Upon receipt of the agreement each political subdivision will get added to a list that will be maintained on the Office of Contracts web site. This list will be updated daily on the Contracts web site located at ->

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/salt.doc>

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

RESOLUTION NO. 11-535

SETTING BID OPENING DATE AND TIME, AND APPROVING THE SCOPE OF WORK FOR THE  
DUTCHER #604 SCOTT #477 DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mr. Thompson and seconded by Mr. Stapleton to approve the following:

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**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:30 June 14, 2011, at which time they will be publicly opened and read aloud, for the project known as Dutcher #604 Scott #477 Drainage Improvement Project .

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR Dutcher #604 Scott #477 Drainage Improvement Project". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is No Charge and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The Owner requires that all work associated with the project be completed before August 8, 2011. The estimated commencement of work date is June 27, 2011.

Delaware County must abide by the Ohio Revised Code Section 6131.40 in lieu of section 103.02 of the CMS. The contract shall be awarded to the "Lowest and Best" bidder. Per Ohio Revised Code Section 6131.40 no bid shall be accepted for any part or thing that exceeds the estimate of the engineer. Bidders shall comply with all applicable provisions.

**The engineer's estimate for this project is \$ 48,029.55**

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

**SCOPE OF WORK**

**Dutcher #604 Scott #477 Drainage Improvement Project**

The project will involve the reconstruction of open ditch, the construction of surface drainage, the installation of subsurface drain tile, the removal of existing drain tile and structures, clearing and snagging of brush and debris, seeding and mulching. This project/improvement is being done pursuant to Ohio Revised Code Sections 6131 and 6137.

The Contract Administrator is the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

The primary point of contact shall be the Project Engineer, Brett Bergefurd, Project Engineer, Delaware County Engineer's Office, 50 Channing Street, Delaware, OH 43015, Phone: 740-833-2400, Fax: 740-833-2399.

Whereas, the County Engineer recommends approval of the bid opening date and time and the scope of work for the Dutcher #604 Scott #447 Drainage improvement project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the bid opening date and time and the scope of work for the Dutcher #604 Scott #447 Drainage improvement project.

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

**RESOLUTION NO. 11-536**

**IN THE MATTER OF AWARDING THE BIDS FOR ASPHALT MATERIALS TO BE USED BY THE COUNTY ENGINEER DURING 2011:**

It was moved by Mr. O'Brien and seconded by Mr. Thomson to approve the following:

**Bid Award Recommendations; Bids Opened May 17, 2011:**

As the result of the referenced bid opening, we recommend that the following bid awards be made:

**MC 30 as per ODOT Spec 702.02, FOB Jobsite:**

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The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**MC 30 as per ODOT Spec 702.02, FOB Plant:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**RS-2P, Per ODOT Spec 702.04, FOB Jobsite:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**RS-2P Per ODOT Spec 702.04, FOB Plant:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**RS-2 Per ODOT Spec 702.04, FOB Jobsite:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**RS-2 Per ODOT Spec 702.04, FOB Plant:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**SS-1 or SS-1H as per ODOT Spec 702.04, FOB Jobsite:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**SS-1 or SS-1H as per ODOT Spec 702.04, FOB Plant:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**CRS-2 Per ODOT Spec 702.04, FOB Jobsite:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**CRS-2 Per ODOT Spec 702.04, FOB Plant:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**CRS-2P Per ODOT Spec 702.04, FOB Jobsite:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**CRS-2P Per ODOT Spec 702.04, FOB Plant:**

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Asphalt Technologies, Ltd.

**Number 301 Asphalt Concrete Per ODOT Spec 301.02:**

The Engineer recommends that a non-exclusive bid award be made to Shelly Materials, Inc.; Kokosing Materials, Inc.; Shelly & Sands, Inc.; and Scioto Materials, Inc.

**Number 302 Asphalt Concrete Per ODOT Spec 302.02:**

The Engineer recommends that a non-exclusive bid award be made to Shelly Materials, Inc.; Kokosing Materials, Inc.; Shelly & Sands, Inc.; and Scioto Materials, Inc.

**Type 1 Surface (Item 441):**

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The Engineer recommends that a non-exclusive bid award be made to Shelly Materials, Inc.; Kokosing Materials, Inc.; Shelly & Sands, Inc.; and Scioto Materials, Inc.

**Type 1 Intermediate (Item 441):**

The Engineer recommends that a non-exclusive bid award be made to Shelly Materials, Inc.; Kokosing Materials, Inc.; Shelly & Sands, Inc.; and Scioto Materials, Inc.

**Type 2 Intermediate (Item 441):**

The Engineer recommends that a non-exclusive bid award be made to Shelly Materials, Inc.; Kokosing Materials, Inc.; Shelly & Sands, Inc.; and Scioto Materials, Inc.

Bid tabulations for these materials are available for your information along with the Certification/Affidavit in Compliance with ORC Section 5517.13 and the Homeland Security Form for each bidder.

Therefore, be it resolved that the Board of Delaware County Commissioners approve bid awards for the various materials to be used during 2011.

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

**RESOLUTION NO. 11-537**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE  
DELAWARE COUNTY BOARD OF COMMISSIONERS AND MCCORMICK TAYLOR, INC. FOR THE  
PIPER ROAD OVER TURKEY RUN BRIDGE PROJECT:**

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Board of Commissioners and McCormick Taylor, Inc. for the Piper Road over Turkey Run Bridge project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and McCormick Taylor, Inc. for the Piper Road over Turkey Run Bridge project.

**PROFESSIONAL SERVICES CONTRACT  
DEL-TR245-1.13 PIPER ROAD OVER TURKEY RUN BRIDGE**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 23RD day of May, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of McCormick Taylor, Inc., 445 Hutchinson Avenue, Suite 540, Columbus, Ohio 43235 ("Consultant").

**Section 2 – Contract Administrator**

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

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

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated March 4, 2011, and Price Proposal dated April 15, 2011, by this reference hereby made part of this Agreement. In performing the services required by this Agreement, the Consultant shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Consultant makes no express or implied warranty beyond its commitment to conform to this standard. The County expressly acknowledges that there are no implied warranties of fitness for a particular purpose or merchantability applicable to the services rendered by the Consultant.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **One Hundred Thirty Two Thousand, Five Hundred Seventy Four Dollars and Fifty One Cents (\$132,574.51)** and additional "If Authorized" tasks identified in said Price Proposal not to exceed Ten Thousand Six Hundred Thirty Dollars and Sixty Two Cents (\$10,630.62) in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

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**Section 5 – Payment**

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

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than October 1, 2012. Consultant shall not proceed with Work on "If Authorized" tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. The Consultant will provide an updated Certificate of insurance to the County upon request. 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



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County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials. All documents are prepared solely for use in connection with this Agreement. Any use by, or authorized by, the County on any other project or for any purpose other than as intended by Consultant shall be without any liability to Consultant.

**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 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.

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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. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Thompson      Aye

**RESOLUTION NO. 11-538**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MEAD & HUNT, INC. FOR THE ROSS ROAD BRIDGE PROJECT:**

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Board of Commissioners and Mead & Hunt, Inc. for the Ross Road Bridge Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Mead & Hunt, Inc. for the Ross Road Bridge Project.

**PROFESSIONAL SERVICES CONTRACT  
DEL-TR29 ROSS ROAD BRIDGES (PID 1102)**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 23rd day of May, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Mead & Hunt, Inc., 5900 Wilcox Place, Dublin, OH 43016 (“Consultant”).

**Section 2 – Contract Administrator**

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

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

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services last revised March 11, 2011, and Price Proposal last revised April 21, 2011, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed Two Hundred Sixty Three Thousand One Hundred Twenty Dollars (\$263,120). Additional “If Authorized” Tasks identified in said Price Proposal may be individually authorized by the Administrator and the total compensation for such Tasks shall not to exceed Twenty One Thousand Four Hundred Seventy Six Dollars (\$21,476) in accordance with said Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

**Section 5 – Payment**

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

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County shall pay invoices within thirty (30) days of receipt.

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than September 1, 2012. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

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

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

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

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

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

**Section 11 – Ownership of Engineering Documents**

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

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

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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 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

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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. Stapleton              Aye

RESOLUTION NO. 11-539

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE BOARD OF ELECTIONS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adopt the following Resolution:

- WHEREAS,              pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, has adopted a policy for the use of County Procurement Cards; and
- WHEREAS,              the appointing authority for the procurement card being the Delaware County Board of Elections has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2); and
- WHEREAS,              the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder; and
- WHEREAS,              the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Board of Elections;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Board of Elections authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:                      Delaware County Board of Elections  
Office/Department:                      Delaware County Board of Elections

Control Group:                      A152  
Daily spending per card:                      \$5,000.00  
Monthly spending per card:                      \$5,000.00  
Single transaction limit:                      \$5,000.00  
Daily number of transactions per card:                      10  
Monthly number of transactions per card:                      50

Name on Card:                      Traci Shalosky

Appointing Authority:                      Delaware County Board of Elections  
Office/Department:                      Delaware County Board of Elections

Control Group:                      A148  
Daily spending per card:                      \$1,000.00  
Monthly spending per card:                      \$1,000.00  
Single transaction limit:                      \$1,000.00  
Daily number of transactions per card:                      5  
Monthly number of transactions per card:                      50

Name on Card :                      Richard Helwig

Department Coordinator:                      Brenda Manley

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

**RESOLUTION NO. 11-540**

**IN THE MATTER OF APPROVING AN ARCHITECTURAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GARDNER ARCHITECTS FOR THE GENOA TOWNSHIP EMS STATION TENANT IMPROVEMENTS AT 7177 NORTHGATE WAY, WESTERVILLE, OHIO:**

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

Whereas, the County Administrator, the Director of Emergency Medical Services and the Facilities Supervisor recommend approving the architectural services contract between the Delaware County Board Of Commissioners and Gardner Architects for the Genoa Township EMS Station tenant improvements at 7177 Northgate Way, Westerville, Ohio;

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the architectural services contract between the Delaware County Board Of Commissioners and Gardner Architects for the Genoa Township EMS Station tenant improvements at 7177 Northgate Way, Westerville, Ohio.

**ARCHITECTURAL SERVICES CONTRACT  
GENOA TOWNSHIP EMS STATION TENANT IMPROVEMENTS**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 23rd day of May, 2011, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Gardner Architects, 5 East Winter Street, Delaware, Ohio 43015 ("Architect").

**Section 2 – Contract Administrator**

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

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

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

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

During the Construction Phase, the Architect shall act as the County's representative and provide administration of the Contract between the County and the contractor. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

The Architect, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

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

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in a Lump Sum not to exceed **Fifteen Thousand Five Hundred Dollars and No Cents (\$15,500.00)**. Compensation shall constitute full payment for all labor,

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equipment and materials required to complete the required Work.

**Section 5 – Payment**

Compensation shall be paid based on invoices submitted by the Architect. Invoices shall be submitted to the Administrator by the Architect on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Architect shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Authorization to Proceed; Delays and Extensions**

The Architect shall commence Work upon written authorization of the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Architect may make a written request for a 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:** Architect 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:** Architect shall maintain automobile liability insurance of \$500,000 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:** Architect 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:** Architect hereby agrees to maintain, and require its subcontractors to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services rendered hereunder, provided such insurance is commercially available. 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 Two Hundred Fifty Thousand Dollars (\$250,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Architect 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, Architect, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements in accordance with Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Architect will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Liability**

The Architect 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 Architect, 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.

The Architect shall comply with all applicable laws, ordinances, regulations, rules, and codes of the Federal, State and Local governments, and the Architect shall indemnify and hold free and harmless the County and its employees from any damages arising from any of Architect’s violations thereof.

**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 Architect ordering termination of Work. The Architect shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Architect 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

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subsequent modifications to this Agreement shall be approved by both parties in writing.

**Section 11 – Ownership of Documents**

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

**Section 12 – Personnel Requirements**

The Architect shall immediately notify the County, in writing, of any change to key Architect staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement. The Architect represents that it has, or will secure at its expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Architect or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Prohibited Interests:** Architect agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Architect 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. The Architect covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Architect further covenants that, in the performance of this Agreement, it shall not employ any person having any such interest.
- 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 Architect, 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 **Assignment:** The Architect shall not assign this Agreement or any rights, obligations, or interests provided for in this Agreement without the County's prior written consent.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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 or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **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.
- 13.8 **Findings for Recovery:** Architect certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **Homeland Security:** Architect 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, Architect 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.



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- 13.10 Non-Discrimination/Equal Opportunity: During the performance of this Agreement, the Architect agrees that it shall maintain compliance with all applicable Federal, State, and Local laws and regulations regarding non-discrimination and equal opportunity employment. The Architect will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of this non-discrimination clause.
- 13.11 Independent Contractor: Architect agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Architect also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 13.12 Campaign Finance: 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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Architect, 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 Agreement will prohibit the County from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

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

**RESOLUTION NO. 11-541**

**IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING # 2 FOR THE COUNTY'S  
FORMULA 2011 CDBG GRANT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve setting a public hearing for **Monday, June 20, 2011, at 10:00a.m.** in the County Commissioners' Office located at 101 North Sandusky Street in Delaware, Ohio for the consideration of the application for the Formula 2011 CDBG Grant.

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

**RESOLUTION NO. 11-542**

**IN THE MATTER OF REPAYING ADVANCES FOR THE PROSECUTOR'S OFFICE JAG GRANT:**

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

<b>From</b>	<b>To</b>	
23212103	10011102	\$ 27,117.74
JAG-Drug Prosecutor	Commissioners General	

The Delaware County Prosecutor's Office JAG grant was complete on March 31, 2011 and we have now received all of our reimbursements.

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

**RESOLUTION NO. 11-543**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR AN EDWARD  
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR A DRUG PROSECUTOR IN 2012:**

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

Grant # 2011-JG-A02-T12975

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Source: Ohio Office of Criminal Justice Services  
Grant Period: January 1, 2012 – December 31, 2012

State Grant Amount: \$ 60,921.29  
Local Match: \$ 20,307.09  
Total Grant Amount: \$ 81,228.38

The Grant would allow the Prosecutor to hire a drug prosecutor for Delaware County. This would then help to reduce the impact of drug and firearm traffickers, gangs, pharmaceutical diversion, and other organized criminal activity.

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

RESOLUTION NO. 11-544

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF  
CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant # 2012VAGENE445  
Source: VOCA- Ohio Attorney General  
Grant Period: October 1, 2011 – September 30, 2012

Federal Grant Request Amount: \$ 64,284.00  
Local Match: \$ 21,428.00  
Total VOCA Grant Amount: \$85,712.00

Grant # 2012SAGENE445  
Source: SVAA- Ohio Attorney General  
Grant Period: October 1, 2011 – September 30, 2012

Federal Grant Request Amount: \$ 2,106.00  
Local Match: \$ 0.00  
Total SVAA Grant Amount: \$ 2,106.00

Total Grant Amount: \$87,818.00

The renewal of the grant would allow us to continue the employment of our victim services assistant and civil protection order specialist. Without either of these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

RESOLUTION NO. 11-545

IN THE MATTER OF PURCHASING EQUIPMENT FOR THE USE OF THE DELAWARE COUNTY  
EMERGENCY COMMUNICATIONS CENTER:

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

WHEREAS, the Delaware County Emergency Communications Center has a need to purchase a recording system for the backup 9-1-1 center; and

WHEREAS, the equipment is available for purchase at discounted pricing through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, the Board of County Commissioners (the "Board") is a member of the Program and wishes to purchase the equipment through the Program;

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

Section 1. The Board hereby approves the purchase of a CyberTech Miracle Recording System from Stephen Campbell & Associates, a state-approved dealer for CyberTech equipment under the Program, in accordance with the proposal dated April 18, 2011, at a total price of \$15,995.00.

*Stephen Campbell & Associates, Inc.*

PROPOSAL

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FOR  
MR. PATRICK BRANDT  
DELAWARE COUNTY 9-1-1--SECONDARY CENTER  
APRIL 18, 2011  
CYBERTECH

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	CyberTech Myracle Recording System and Application Software to Support 15-Channels of Analog Recording. The Hewlett Packard Rackmount 2U Server has RAID-1 500 GB Hard Drives, Redundant Power Supplies, 4 GB RAM Memory, UPS Power Supply, and Installation included.	\$15,995.00	\$15,995.00

TOTAL NET INVESTMENT .....\$15,995.00

STANDARD MYRACLE FEATURES INCLUDE:

Unlimited Browser-based Users	NTP Support
Enhanced Security Features	Multiple Language Support
E-Mail/SNMP based Alarms	Personalized Views
Custom Database Fields	Advanced Storage Compression
Browser-based Live Monitoring	Rules-based Archiving & Backup
256-Bit Encryption	Network-based Archiving Support
MD5 Fingerprinting	Archiving support for DVD-RAM & Iomega REV
Call Statistics Report Package	E-mail Server

TOTAL MAINTENANCE PLAN

After the manufacturer’s 1-year warranty for parts and labor expires, a Total Maintenance Plan contract is available from Stephen Campbell & Associates, Inc. to provide preventive maintenance service that covers all parts replacement, labor, travel, and periodic inspection for a period of one year.

INSTALLATION

The installation charge is included in above pricing, providing all telephone/radio audio inputs are terminated to the blocks we provide. It will be necessary for you to supply the proper audio, AC, and data connections to the system's physical location and the necessary LAN and telephony interface components.

**\*Please note:** The CyberTech Myracle Recorder is NG 9-1-1 ready.  
Above pricing exclusive of taxes and good for 90 days from date quoted.  
**State Contract: Index STS066, Contract No. 800047**

Section 2. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS066 Schedule # 800047, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby approves a purchase order in the amount of \$15,995.00 to Stephen Campbell & Associates, from Fund Number 21411306.

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

**RESOLUTION NO. 11-546**

**IN THE MATTER OF APPROVING A COMPLETION CERTIFICATION AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND SPRINT NEXTEL OPERATIONS, INC. FOR THE PLANNING FUNDING RE-BANDING AGREEMENT OF THE 800MHZ RECONFIGURATION:**

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

Whereas, the 911 Communications Director and the Public Safety Systems Administrator recommend approval of the following agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Completion Certification Agreement Between The Board Of Delaware County Commissioners And Sprint Nextel Operations, Inc. For The Planning Funding Re-Banding Agreement Of The 800mhz Reconfiguration.

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800 MHZ RECONFIGURATION

PLANNING FUNDING

COMPLETION CERTIFICATION

Incumbent Name: Delaware County

Certification

Pursuant to the FCC’s order mandating the 800 MHz band reconfiguration (the “Order”), the above-name incumbent licensee (the “Incumbent”) hereby certifies to the Transition Administrator appointed pursuant to the Order as follows:

- 1. That all work required to plan and fund for the reconfiguration of Incumbent’s facilities has been satisfactorily completed; and
- 2. That Nextel Operations, Inc. (“Nextel”) and Incumbent have agreed to the sum paid by Nextel for such work.

MUTUAL AGREEMENT CERTIFICATION

Delaware County, a political subdivision of the state of Ohio (the “Incumbent”), and Nextel Operations, Inc., a wholly-owned indirect subsidiary of Nextel Communications, Inc., a Delaware corporation (“Nextel”) have entered into a Planning Funding Agreement dated September 26, 2008 (the “Agreement”) for Incumbent and Nextel’s respective obligations regarding the planning for 800 MHz reconfiguration (“Reconfiguration”) by Incumbent and the funding of Incumbent reasonable Reconfiguration planning costs by Nextel.

NOW, THEREFORE:

- 1. Incumbent and Nextel agree that the deliverables under the Statement of Work (as identified in Schedule B of the Agreement) to plan for the Reconfiguration (as identified in Schedule A) of the Agreement (the “Statement of Work”) have been completed as stated therein.
- 2. Incumbent has requested payment from Nextel, pursuant to Incumbent’s Planning Cost Estimate (as stated in Schedule C of the Agreement) or as changes thereto submitted pursuant to Section 5 of the Agreement, of the Actual Planning Costs (as that term is defined in the Agreement) Incumbent reasonably incurred or paid in connection with the planning for Reconfiguration [and that Incumbent believes that Nextel is obligated to pay under the Order].
- 3. Nextel and Incumbent agree to the following calculations in the table below related to the payments made by Nextel for the Actual Planning Costs, and agree to the amount and delivery of the remaining payment or refund as outlined below. Except as set forth below, Incumbent agrees that Nextel does not owe Incumbent any additional amounts under the Agreement.

Total Actual Planning Costs:	\$173,638.71
Less: Advance Payment (if applicable)	(\$9,605.95)
Less: Vendor Payments (if applicable)	(\$156,890.06)
Remaining Payment Due to Incumbent (as of the date on the signed Reconciliation Statement):	\$7,142.70
Refund Due Nextel (as of the date on the signed Reconciliation Statement) (if applicable)	\$0.00

- 4. Incumbent has in all material respects complied with, satisfied or performed all obligations and conditions under the Agreement required to be complied with, satisfied or performed by Incumbent on or prior to the date set forth below.
- 5. Nextel has in all material respects complied with, satisfied or performed all obligations and conditions under the Agreement required to be complied with, satisfied or performed by Nextel on or prior to the date set forth below.

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RESOLUTION NO. 11-547

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE, THE CITY OF DELAWARE, OHIO AND DELAWARE COUNTY OHIO REGARDING USE OF FREQUENCIES FOR ACTIVATING TORNADO SIREN:

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

Whereas, the 911 Communications Director recommends approval of the following agreement with the United States Department of Agriculture Forest Service;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following agreement with the United States Department of Agriculture Forest Service

AGREEMENT REGARDING USE OF FREQUENCIES  
FOR ACTIVATING TORNADO SIREN

This Agreement by and between the United States Department of Agriculture Forest Service (USDA), the City of Delaware, Ohio (City) and Delaware County Ohio together "The Parties", witnesseth:

By mutual agreement of the Parties and for good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed that:

- 1) USDA, located at 359 Main Road, Delaware, Ohio desires to utilize the signal generated by the City of Delaware Early Warning System on frequencies 155.760 MHZ and 155.845 MGH; or any successor, to activate its USDA Tornado Siren as an Early Warning System.
- 2) The City agrees to allow USDA to utilize the radio frequencies set forth above to activate its tornado siren upon the terms set forth herein,
- 3) USDA agrees to hold the City of Delaware and Delaware County harmless from any and all liability resulting from the operation or non-operation of the City's Tornado Siren System for whatever reason and for whatever cause.
- 4) Delaware County has reviewed and approves the terms of this agreement.

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

RESOLUTION NO. 11-548

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Building and Grounds Supervisor recommends approving leave-with-out-pay for Helen Slivinski for a period not to exceed June 1, 2011;

Therefore Be It Resolved that the Board of County Commissioners approve leave-with-out-pay for Helen Slivinski for a period not to exceed June 1, 2011.

The Director Emergency Medical Services recommends hiring Michael Holley as a part-time paramedic with the EMS Department; effective May 25, 2011;

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve hiring Michael Holley as a part-time paramedic with the EMS Department; effective May 25, 2011.

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

RESOLUTION NO. 11-549

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE TREASURER'S OFFICE AND ADMINISTRATIVE SERVICES:

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

Transfer of Appropriation			
From	To		
24414102-5101	24414102-5260		
Delinquent Tax/Insurance	Delinquent Tax/Inventoried Tools	\$	8,980.00

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10011108-5001	10011108-5250		
Human Resources/Compensation	Human Resources/Minor Tools	\$	2,500.00
10011108-5001	10011108-5305		
Human Resources/Compensation	Human Resources/ Training & Staff Development	\$	2,000.00
Vote on Motion	Mr. Thompson	Aye	Mr. Stapleton    Aye    Mr. O'Brien    Aye

RESOLUTION NO. 11-550

IN THE MATTER OF PROCLAIMING MAY 25, 2011 AS WORLD MULTIPLE SCLEROSIS DAY:

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

Whereas, Multiple Sclerosis is an unpredictable, chronic, and often disabling disease that randomly attacks the central nervous system, and

Whereas, it is one of the most common disabling neurological conditions amongst young adults in the northern hemisphere, and

Whereas, over 2,000,000 people in the world have MS, and

Whereas, Multiple Sclerosis symptoms are unpredictable. Symptoms vary from person to person and from time to time in the same person. Multiple Sclerosis can cause blurred vision, loss of balance, poor coordination, slurred speech, tremors, numbness, extreme fatigue, problems with memory and concentration, paralysis, blindness and more, and

Whereas, the cause is unknown and anyone may develop Multiple Sclerosis, and

Whereas, Multiple Sclerosis cannot be cured but there are now medications to slow down the course of disease, and

Whereas, the aims of world Multiple Sclerosis day are to raise awareness and mobilize the global movement, and

Whereas, World Multiple Sclerosis Day was launched on 27 May 2009 with over 200 events in 67 countries and it’s an opportunity to raise awareness about MS and to strengthen the network of people living with MS across the world.

NOW THEREFORE, be it resolved, that the County Commissioners of Delaware County, Ohio, hereby proclaim

May 25, 2011  
as  
World MULTIPLE SCLEROSIS Day

Vote On Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye
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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien  
-No Additional Comments

Commissioner Thompson  
-Additional Comments On World Multiple Sclerosis Day

Commissioner Stapleton  
-Work Session This Afternoon  
-Convention And Business Bureau Released An Summer Events Schedule; Will Be On County Website  
-State Treasurer’s Office Is Hosting A Smart Conference  
-Community Foundation Scholarships  
-Kick Off Of Community Farm Market 28th

County Administrator Hansley  
-Will Be Participating In Fact Finding On Sheriff’s Contracts This Week

RESOLUTION NO. 11-551

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF

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APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR  
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT  
LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES :

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:40AM.

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

RESOLUTION NO. 11-552

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:38AM.

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

There being no further business, the meeting adjourned.

1:30PM Work Session

Presentation On The Economic Impact Of Development At I71 And US36,  
By Cheryl Baxter

Other Business To Come Before The Board

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

\_\_\_\_\_  
Dennis Stapleton

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