

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012

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. 12-35

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 9, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 9, 2012; 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

DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

RESOLUTION NO. 12-36

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0111:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0111 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1201216	DELAWARE MOTIVE PARTS	OPERATING SUPPLIES	66211903-5201	\$8,300.00	0001
R1201225	TULLER SQUARE NORTHPOINTE LLC	RENTAL LEASE - NORTHPOINTE	10011105 - 5335	\$49,500.00	0001
R1201235	UNITED MAIL LLC	PROPERTY TAX BILL MAILING	10011105 - 5331	\$21,000.00	0001
R1201237	HOME DEPOT	OPERATING SUPPLIES - OECC	66211903 - 5201	\$3,000.00	0001
R1201237	HOME DEPOT	MINOR TOOLS EQUIPMENT - OECC	66211903 - 5250	\$500.00	0002
R1201237	HOME DEPOT	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$3,000.00	0003
R1201237	HOME DEPOT	MINOR TOOLS EQUIPMENT - ALUM CREEK	66211904 - 5250	\$800.00	0004
R1201237	HOME DEPOT	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$700.00	0005
R1201237	HOME DEPOT	MINOR TOOLS EQUIPMENT - TARTAN	66211906 - 5250	\$250.00	0006
R1201237	HOME DEPOT	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$700.00	0007
R1201237	HOME DEPOT	MINOR TOOLS EQUIPMENT - SCIOTO RESERVE	66211907 - 5250	\$250.00	0008
R1201237	HOME DEPOT	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$100.00	0009
R1201237	HOME DEPOT	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$100.00	0010
R1201237	HOME DEPOT	OPERATING SUPPLIES - SCIOTO HILLS	66211910 - 5201	\$500.00	0011

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

R1201237	HOME DEPOT	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$300.00	0012
R1201237	HOME DEPOT	MINOR TOOLS EQUIPMENT - NORTHSTAR	66211911 - 5250	\$250.00	0013
R1201240	AMERICAN ELECTRIC POWER	ELECTRIC UTILITIES - DELAWARE COUNTY	10011105 - 5338	\$375,000.00	0001
R1201244	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL DELAWARE COUNTY	10011105 - 5336	\$3,000.00	0001
R1201244	ARAMARK UNIFORM SERVICES	MAT RENTAL DELAWARE COUNTY	10011105 - 5328	\$5,000.00	0002
R1201253	B & L PACKRAT ENTERPRISES LLC	SNOW REMOVAL SVCS DELAWARE COUNTY	10011105 - 5325	\$30,000.00	0001
R1201257	BENCHMARK LANDSCAPE	LAWN CARE MOWING 140 N SANDUSKY RBH GROUNDS	10011105 - 5325	\$10,000.00	0001
R1201262	CITY OF DELAWARE	WATER SEWAGE REFUSE DELAWARE COUNTY	10011105 - 5338	\$37,500.00	0001
R1201266	COLUMBIA GAS OF OHIO	GAS UTILITIES - DELAWARE COUNTY	10011105 - 5338	\$45,000.00	0001
R1201277	BUCKEYE POWER SALES CO INC	MAINTENANCE CONTRACT	21411306 - 5325	\$12,000.00	0001
R1201279	COMSERV BUILDING MAINTENANCE LLC	JANITORIAL SVCS. WOLF BLDG & S WING CHANNING	10011105 - 5325	\$28,200.00	0001
R1201280	DELAWARE MUNICIPAL COURT JUSTICE CTR	JUROR REIMB PER COMM RES 09-889 AND ORC 2335.08	10029203 - 5360	\$16,000.00	0001
R1201280	DELAWARE MUNICIPAL COURT JUSTICE CTR	WITNESS REIMB PER ORC 2335.08	10029203 - 5360	\$9,000.00	0002
R1201281	AVIAT US INC	MAINTENANCE AGREEMENT	21411306 - 5325	\$41,961.00	0001
R1201282	DELAWARE COUNTY ENGINEER	FACL SHARE UTILITIES 50 CHANNING 40%	10011105 - 5338	\$30,000.00	0001
R1201283	EATON ELECTRICAL INC	MAINTENANCE CONTRACT	21411306 - 5325	\$8,000.00	0001
R1201284	DELAWARE MAINTENANCE CO INC	CLEANING SVCS. FACL BLDG RTE 23 NORTH	10011105 - 5325	\$6,100.00	0001
R1201285	ALERT TRACKING SYSTEMS INC	MAINTENANCE AGREEMENT	21411306 - 5320	\$59,776.50	0001
R1201286	FIRST COMMUNICATIONS LLC	LONG DISTANCE PHONE SVC ACCT 7408332000	10011105 - 5330	\$7,200.00	0001
R1201288	SUBURBAN NATURAL GAS CO INC	SERVICE TO ALUM CREEK	66211904 - 5338	\$20,000.00	0001
R1201289	FRONTIER	PHONE SVCS. FOR DELAWARE COUNTY OFCS	10011105 - 5330	\$60,000.00	0001
R1201290	MOTOROLA SOLUTIONS INC	MAINTENANCE AGREEMENT 2012	21411306 - 5325	\$352,467.84	0001
R1201291	GOTCO EXCLUSIVE CARPET CARE	CARPET CLEANING DELAWARE COUNTY OFCS	10011105 - 5328	\$12,500.00	0001
R1201293	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO OECC AND PUMPSTATIONS	66211903 - 5338	\$500,000.00	0001
R1201294	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO ALUM CREEK AND PUMP STATIONS	66211904 - 5338	\$886,100.00	0001
R1201296	AMERICAN ELECTRIC POWER	SERVICE TO SCIOTO RESERVE AND PUMP STATIONS	66211907 - 5338	\$106,260.00	0001
R1201297	EMERGENCY COMMUNICATIONS	2012 CODERED SERVICE AGREEMENT	21411306 - 5320	\$25,000.00	0001
R1201297	EMERGENCY COMMUNICATIONS	2012 CODERED WEATHER AGREEMENT	21411306 - 5320	\$19,500.00	0002
R1201299	JANTON CO	JANITORIAL SPLYS ACCT 5063 DELAWARE COUNTY	10011105 - 5201	\$28,000.00	0001

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

R1201301	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO SCIOTO HILLS AND PUMP STATIONS	66211910 - 5338	\$26,250.00	0001
R1201303	AMERICAN ELECTRIC POWER	SERVICE TO HOOVER WOODS	66211909 - 5338	\$9,700.00	0001
R1201304	POSTMASTER	POSTAGE FOR FEBRUARY 2012 SEWER BILLING	66211901 - 5331	\$8,250.00	0001
R1201306	PRIORITY DISPATCH CORP	MAINTENANCE AGREEMENT	21411306 - 5320	\$19,500.00	0001
R1201308	LEADS	MAINTENANCE AGREEMENT	21411306 - 5320	\$15,000.00	0001
R1201309	PITNEY BOWES INC	POSTAGE RESERVE ACCT 45219698 DEL COUNTY MAIL	10011105 - 5331	\$260,000.00	0001
R1201310	CITY OF DUBLIN	MEMBERSHIP TO THE INTEROPERABILITY RADIO SYSTEM	21411306 - 5308	\$6,333.00	0001
R1201312	PNC BANK	MATL'S & SPLY'S CREDIT CARD SVCS	10011105 - 5200	\$45,000.00	0001
R1201312	PNC BANK	SVCS. & CHRGS. CREDIT CARD USE	10011105 - 5300	\$1,000.00	0002
R1201318	POSTMASTER	POSTAL SVCS FOR DELAWARE COUNTY	10011105 - 5331	\$14,000.00	0001
R1201319	OTIS ELEVATOR CO INC	ELEV. MAINT. AGREEMENTS DEL COUNTY	10011105 - 5325	\$32,500.00	0001
R1201319	OTIS ELEVATOR CO INC	ELEVATOR REPAIRS	10011105 - 5328	\$1,000.00	0002
R1201325	SYNERGY MECHANICAL CONTRACTORS INC	SPRINKLERS & BACKFLOW SVC AGREEMENTS	10011105 - 5325	\$18,000.00	0001
R1201325	SYNERGY MECHANICAL CONTRACTORS INC	REPAIR PARTS AS NEEDED	10011105 - 5201	\$500.00	0002
R1201330	PUBLIC DEFENDER ATTORNEY'S	PUBLIC DEFENDER SERVICES	10011202 - 5301	\$1,000,000.00	0001
R1201333	NETCARE CORP	COURT ORDERED PSYCH SERVICES	10011202 - 5301	\$35,000.00	0001
R1201340	TREASURER, STATE OF OHIO	REIMBURSEMENT TO STATE PD	10011202 - 5319	\$30,000.00	0001
R1201345	BP PRODUCTS NORTH AMERICA INC	EMS SHERIFF GAS CREDIT CARDS EMS 028000163,S O	10011106 - 5228	\$6,000.00	0001
R1201346	BEEMS BP DIST INC	GASOLINE - DELAWARE COUNTY VEHICLES	10011106 - 5228	\$120,000.00	0001
R1201347	CHESROWN	ACCT 3681924 VEHICLE PARTS SPLY'S DELAWARE COUNTY	10011106 - 5228	\$5,000.00	0001
R1201347	CHESROWN	ACCT 3681924 VEHICLE REPAIRS DELAWARE COUNTY	10011106 - 5328	\$1,000.00	0002
R1201348	DELAWARE MOTIVE PARTS INC	COUNTY	10011106 - 5228	\$24,000.00	0001
R1201350	DONS KING LUBE AND TOWING	TOWING - DELAWARE COUNTY VEHICLES	10011106 - 5328	\$6,000.00	0001
R1201352	WASHINGTON AUTO PARTS & PAINT	SVC CTR ACCT 205350 VEH. PARTS SVC CTR DELAWARE COUNTY	10011106 - 5228	\$24,000.00	0001
R1201353	JOHN DEERE FINANCIAL	GAS OIL DELAWARE COUNTY ACCT 4111 71998	10011106 - 5228	\$10,500.00	0001
R1201354	GERMAIN FORD OF COLUMBUS LLC	ACCT 52277 DELAWARE COUNTY	10011106 - 5228	\$20,000.00	0001
R1201354	GERMAIN FORD OF COLUMBUS LLC	SVC CTR VEH. PARTS VEHICLE REPAIRS ACCT 52277 DELAWARE COUNTY	10011106 - 5328	\$6,000.00	0002
R1201356	GOODYEAR AUTO SRVC	TIRES ACCT 635915284 DEL COUNTY SVC CTR STATE BID	10011106 - 5228	\$48,000.00	0001
R1201356	GOODYEAR AUTO SRVC	VEHICLE ALIGNMENT REPAIR ACCT 63591528 SVC CTR DEL	10011106 - 5328	\$750.00	0002

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

R1201357	M D TRANSMISSIONS LTD	VEHICLE TRANSMISSION PARTS - SVC CTR DEL COUNTY	10011106 - 5228	\$5,000.00	0001
R1201357	M D TRANSMISSIONS LTD	VEHICLE LABOR REPAIR	10011106 - 5328	\$1,500.00	0002
R1201358	MCWHERTERS PETROLEUM	GAS DIESEL FUEL ACCT 888026 DEL COUNTY SVC CTR	10011106 - 5228	\$50,000.00	0001
R1201359	ON-SITE TRUCK REPAIR LTD	VEHICLE PARTS SPLYS - DELAWARE COUNTY	10011106 - 5228	\$4,500.00	0001
R1201359	ON-SITE TRUCK REPAIR LTD	VEHICLE REPAIRS	10011106 - 5328	\$3,000.00	0002
R1201361	W D TIRE SERVICE CENTER	TIRES - DELAWARE COUNTY VEHICLES ACCT DEL200	10011106 - 5228	\$7,500.00	0001
R1201361	W D TIRE SERVICE CENTER	VEHICLE REPAIRS SVC CHRGS - DEL COUNTY ACCT DEL200	10011106 - 5328	\$500.00	0002
R1201381	OFFICE CITY EXPRESS INC	OFFICE SUPPLIES	22411605 - 5201	\$5,000.00	0001
R1201381	OFFICE CITY EXPRESS INC	EQUIPMENT	22411605 - 5250	\$50.00	0002
R1201382	OHIO JOB AND FAMILY SERVICES	MEMBERSHIP DUES	22411605 - 5308	\$7,778.26	0001
R1201382	OHIO JOB AND FAMILY SERVICES	TRAINING	22411605 - 5305	\$1,000.00	0002
R1201392	DOWNES FISHEL HASS KIM LLP	EMPLOYEE ISSUES	21411306 - 5361	\$12,000.00	0001
R1201520	SENG SEWER FEE REFUND	REFUND OF USER FEES - OECC	66211903 - 5319	\$3,500.00	0001
R1201520	SENG SEWER FEE REFUND	REFUND OF USER FEES - ACWRF	66211904 - 5319	\$3,500.00	0002
R1201520	SENG SEWER FEE REFUND	REFUND OF USER FEES - TARTAN FIELDS	66211906 - 5319	\$500.00	0003
R1201520	SENG SEWER FEE REFUND	REFUND OF USER FEES - SCIOTO RESERVE	66211907 - 5319	\$500.00	0004
R1201520	SENG SEWER FEE REFUND	REFUND OF USER FEES - HOOVER WOODS	66211909 - 5319	\$100.00	0005
R1201520	SENG SEWER FEE REFUND	REFUND OF USER FEES - BENT TREE	66211908 - 5319	\$100.00	0006
R1201520	SENG SEWER FEE REFUND	REFUND OF USER FEES - SCIOTO HILLS	66211910 - 5319	\$100.00	0007
R1201562	FACILITIES	POSTAGE	22411605 - 5331	\$10,000.00	0001
R1201572	EMT TRANSPORTATION	CLIENT TRAVEL	22411601 - 5348	\$10,000.00	0001
R1201648	DELAWARE COUNTY BANK & TRUST CO	LOCK BOX SERVICES FOR SEWER BILLING	66211901 - 5328	\$18,000.00	0001
R1201697	OHIO EPA	FINANCIAL ASSURANCE FOR TRANSFER STATION	68011916 - 5370	\$19,500.00	0001
R1201702	SOIL & WATER CONSERVATION DISTRICT	DRAINAGE REVIEW FEES	10011301 - 5301	\$5,200.00	0001
R1201716	MAYS CONSULTING & EVALUATION SVS INC	EIFS EVALUATION AT LSWRF	66211905 - 5301	\$6,000.00	0001
R1201721	HOFFMAN ANALYTIC SERVICES INC.	LAB ANALYSIS - OECC	66211903 - 5301	\$12,000.00	0001
R1201721	HOFFMAN ANALYTIC SERVICES INC.	LAB ANALYSIS - ALUM CREEK	66211904 - 5301	\$7,500.00	0002
R1201723	WINDSTREAM CORP	BACKUP 911 CENTER ORANGE TWP.	21411306 - 5410	\$117,173.00	0001
R1201724	BEEMS BP DIST INC	DIESEL FUEL FOR GENERATORS - OECC	66211903 - 5228	\$1,500.00	0001
R1201724	BEEMS BP DIST INC	DIESEL FUEL FOR GENERATORS - ALUM CREEK	66211904 - 5228	\$31,000.00	0002
R1201724	BEEMS BP DIST INC	DIESEL FUEL FOR GENERATORS - TARTAN	66211906 - 5228	\$1,000.00	0003

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

R1201724	BEEMS BP DIST INC	DIESEL FUEL FOR GENERATORS - NORTHSTAR	66211911 - 5228	\$3,000.00	0004
R1201725	RINEHART TOWER SERVICE INC	MAINTENANCE CONTRACT ON TOWERS	21411306 - 5325	\$13,300.00	0001
R1201727	FRONTIER	TELEPHONE	21411306 - 5330	\$60,000.00	0001
R1201732	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC TOWER SITES	21411306 - 5338	\$8,000.00	0001
R1201737	AMERICAN ELECTRIC POWER	ELECTRIC AT TOWER SITES	21411306 - 5338	\$18,000.00	0001
R1201738	FACILITIES	CELLULAR TELEPHONE COMMUNICATION	10011301 - 5330	\$8,400.00	0001
R1201740	TREASURER STATE OF OHIO BBS	1% STATE FEE RESIDENTIAL PERMITS	10011301 - 5380	\$8,600.00	0001
R1201740	TREASURER STATE OF OHIO BBS	3% STATE FEE COMMERCIAL PERMITS	10011301 - 5380	\$8,600.00	0002
R1201744	COLUMBIA GAS OF OHIO	GAS SERVICE OECC AND CENTRAL MAINTENANCE	66211903 - 5338	\$18,500.00	0001
R1201744	COLUMBIA GAS OF OHIO	GAS SERVICE TO ALUM CREEK PUMP STATION	66211904 - 5338	\$6,000.00	0002
R1201744	COLUMBIA GAS OF OHIO	GAS SERVICE TO SCIOTO RESERVE	66211907 - 5338	\$3,000.00	0003
R1201747	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE - BENTTREE	66211908 - 5338	\$3,750.00	0001
R1201747	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE - NORTHSTAR	66211911 - 5338	\$55,000.00	0002
R1201749	DEL CO WATER CO INC	WATER SERVICE TO OECC	66211903 - 5338	\$1,000.00	0001
R1201749	DEL CO WATER CO INC	WATER SERVICE TO ALUM CREEK	66211904 - 5338	\$8,000.00	0002
R1201749	DEL CO WATER CO INC	WATER SERVICE TO TARTAN	66211906 - 5338	\$250.00	0003
R1201749	DEL CO WATER CO INC	WATER SERVICE TO SCIOTO RESERVE	66211907 - 5338	\$3,000.00	0004
R1201749	DEL CO WATER CO INC	WATER SERVICE TO HOOVERWOODS	66211909 - 5338	\$150.00	0005
R1201749	DEL CO WATER CO INC	WATER SERVICE TO SCIOTO HILLS	66211910 - 5338	\$200.00	0006
R1201749	DEL CO WATER CO INC	WATER SERVICE TO NORTHSTAR	66211911 - 5338	\$3,500.00	0007
R1201751	OHIO EDISON CO	TARTAN FIELD AND PUMP STATIONS	66211906 - 5338	\$50,000.00	0001
R1201762	PNC BANK	PROCUREMENT CARD PURCHASES	66211903 - 5200	\$20,000.00	0001
R1201762	PNC BANK	PROCUREMENT CARD PURCHASES	66211903 - 5300	\$10,000.00	0002
R1201765	PNC BANK	PROCUREMENT CARD PURCHASES	66211904 - 5200	\$20,000.00	0001
R1201765	PNC BANK	PROCUREMENT CARD PURCHASES	66211904 - 5300	\$10,000.00	0002
R1201792	CARR SUPPLY INC	OPERATING SUPPLIES - OECC	66211903 - 5201	\$1,000.00	0001
R1201792	CARR SUPPLY INC	MINOR TOOLS AND EQUIPMENT - OECC	66211903 - 5250	\$2,000.00	0002
R1201792	CARR SUPPLY INC	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$1,000.00	0003
R1201792	CARR SUPPLY INC	MINOR TOOLS AND EQUIPMENT - ALUM CREEK	66211904 - 5250	\$3,000.00	0004
R1201794	C & C ELECTRIC MOTOR SERVICE LLC	EQUIPMENT REPAIRS - OECC	66211903 - 5328	\$7,000.00	0001
R1201794	C & C ELECTRIC MOTOR SERVICE LLC	EQUIPMENT REPAIRS - ALUM CREEK	66211904 - 5328	\$10,000.00	0002
R1201798	CENTRAL OHIO TIRE OF DELAWARE INC	EMERGENCY ROAD SERVICE AND REPAIRS	66211904 - 5328	\$5,000.00	0001

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012

R1201798	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE PARTS AND SUPPLIES	66211903 - 5228	\$1,500.00	0002
R1201798	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE PARTS - TARTAN	66211906 - 5228	\$300.00	0003
R1201798	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE PARTS - SCIOTO RESERVE	66211907 - 5228	\$300.00	0004
R1201799	CALLOS COMPANIES	TRAINING	22411601 - 5305	\$10,000.00	0001
R1201800	NORTHWESTERN OHIO SECURITY SYS INC	SAFETY SVCS CHRGS FOR DELAWARE COUNTY	10011105 - 5345	\$4,000.00	0001
R1201800	NORTHWESTERN OHIO SECURITY SYS INC	SAFETY & SECURITY SPLYS DEL COUNTY	10011105 - 5201	\$250.00	0002
R1201800	NORTHWESTERN OHIO SECURITY SYS INC	EQUIPMENT RENTAL	10011105 - 5335	\$1,200.00	0003
R1201803	ATRIUM PERSONNEL	INTERIM STAFF	22411601 - 5301	\$10,000.00	0001
R1201865	AMERICAN ELECTRIC POWER	ELECTRIC -- MEDICS 1,2,3,9	10011303 - 5338	\$13,000.00	0001

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

RESOLUTION NO. 12 -37

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners' Office is requesting that Commissioner Stapleton, Commissioner O'Brien, Commissioner Thompson, Teri Morgan, Gus Comstock, Tim Hansley, Angela Thomas, Rhonda Leasure, and Steve Ehrle attend the Delaware Area Chamber of Commerce Annual Meeting in Delaware, Ohio January 26, 2012, at the cost of \$450.00 (Fund Number 10011101).

The Commissioners' Office is requesting that Commissioner Stapleton, Commissioner O'Brien, Commissioner Thompson, Tim Hansley, Teri Morgan, Gus Comstock and Rob Farmer attend the Delaware Area Chamber of Commerce 3rd Thursday Lunch Meeting at the Council for Older Adults on January 19, 2012, at the cost of \$105.00 (Fund Number 10011101).

The Administrative Services Department is requesting that Dawn Huston and Gina Fasone attend an Ohio Public Employer Labor Relations Association Training in Newark, Ohio February 5-7, 2012, at the cost of \$598.00. (Fund Number 10011108).

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

RESOLUTION NO. 12-38

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON SOUTH GALENA ROAD (COUNTY ROAD NUMBER 34) BETWEEN STATE ROUTE 3 AND CHESHIRE ROAD (COUNTY ROAD NUMBER 72) IN DELAWARE COUNTY, OHIO:

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

WHEREAS, a request has been made to the Delaware County Engineer, Delaware, Ohio, that the statutory vehicular speed established by Section 4511.21, Revised Code of Ohio, is greater than that considered reasonable and safe on South Galena Road (County Road Number 34) between State Route 3 and Cheshire Road (County Road Number 72) in Delaware County, Ohio; and,

WHEREAS the Delaware County Engineer has caused to be made an engineering and traffic investigation upon the section of road described above; and,

WHEREAS, it is the belief of the Delaware County Engineer that such investigation confirms the allegation that the statutory speed limit of 55 mph is unrealistic upon this section of road; and,

WHEREAS the Delaware County Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of Section 4511.21, Revised Code of Ohio, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on South Galena Road (County Road Number 34) between State Route 3 and Cheshire Road (County Road Number 72) in Delaware County, Ohio.

Now Therefore Be It Resolved, that when Delaware County is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described above, standard signs properly posted and giving notice thereof will be erected.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

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

RESOLUTION NO. 12-39

IN THE MATTER OF ACCEPTING MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR SHEFFIELD PARK SECTION 3, PHASE B, PART 3:

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

Sheffield Park Section 3, Phase B, Part 3:

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner’s Agreement, we recommend that the maintenance bond be set at **\$71,040** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Bond in that amount is in place. We also request approval to return the construction bond in place to the developer, M/I Homes of Central Ohio LLC. Respectfully submitted, Chris Bauserman, P.E., P.S., Delaware County Engineer

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

RESOLUTION NO. 12-40

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton 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
U12-001	Frontier Communications	Blanket (Various Locations)	Install single customer services
U12-002	Century Link	Blanket (Various Locations)	Install telephone services

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

RESOLUTION NO. 12-41

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE FOLLOWING ENGINEERING MATERIALS: 2012 CONCRETE PIPE; 2012 GUARDRAIL MATERIALS INSTALLED; 2012 PLASTIC SEWER PIPE; 2012 READY MIX CONCRETE; 2012 STONE AGGREGATE AND 2012 TREE CLEARING:

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following engineering materials: 2012 CONCRETE PIPE; 2012 GUARDRAIL MATERIALS INSTALLED; 2012 PLASTIC SEWER PIPE; 2012 READY MIX CONCRETE; 2012 STONE AGGREGATE AND 2012 TREE CLEARING:

Now therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2012 CONCRETE PIPE; 2012 GUARDRAIL MATERIALS INSTALLED; 2012 PLASTIC SEWER PIPE; 2012 READY MIX CONCRETE; 2012 STONE AGGREGATE AND 2012 TREE CLEARING

2012 CONCRETE PIPE

**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 10:00 am on Tuesday, February 7, 2012, at which time they will be publicly opened and read aloud, for the project known as 2012 Concrete Pipe Material Supply Contract.

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 2012

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

Concrete Pipe”.

Copies of the bid specifications must be obtained from the Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer’s website at 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 prices of this contract shall be in effect from February 20, 2012 to December 31, 2012. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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.

Delaware Gazette Advertisement Dates:

January 20, 2012

January 27, 2012

**SPECIFICATIONS
2012 Concrete Pipe
Material Supply Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as “County”) or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS) 706.02, 706.04

MISCELLANEOUS TERMS AND CONDITIONS

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

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.

Prohibited Interests: Bidder 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. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person from whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2012 GUARDRAIL MATERIALS INSTALLATION

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 10:00 am on Tuesday, February 7, 2012, at which time they will be publicly opened and read aloud, for the project known as 2012 Guardrail Installation Annual Contract.

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 2012 Guardrail Installation".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at 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 prices of this contract shall be in effect from February 20, 2012 to December 31, 2012. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

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.

Delaware Gazette Advertisement Dates:
January 20, 2012
January 27, 2012

**SPECIFICATIONS
2012 Guardrail Installation
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform tree and brush clearing and stump removal at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2010 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

Item Special, Traffic Control. The requirements of 614 shall apply. If the work or portions thereof is performed while the roadway is open to traffic, provide all necessary labor and equipment to maintain traffic within the work area in substantial conformance with the current edition of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) Section 7H. Flaggers and all necessary advanced warning construction signs shall be provided as a part of this item.

Item 209, Reshaping Under Guardrail. The limits of reshaping guardrail shall be limited to 5 feet in front of and behind the face of guardrail. A maximum of 10 cubic yards of excavation or embankment per station (100 feet) shall be required for this work. The Department shall make additional compensation for work in excess of these limits.

Item 624, Mobilization. Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

Item 202, Guardrail Removed. Removal of existing guardrail or anchor assemblies shall be measured from the

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

first to last post or ground mounted anchor.

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS

The following standard drawings shall govern the fabrication and installation of the various contract items.

1. **Guardrail, Type 5 and 5A and miscellaneous parts** –GR-1.1, 1.2, 1.3 and 2.1
2. **Guardrail, Type 5 with Double Rails** –GR-2.4
3. **Guardrail, Type 5 with Tubular Backup** – SGR-2.2
4. **Guardrail, 25' Long Span** – GR-2.3
5. **Guardrail, Long Span over Culvert (12'-6" or 18'-9")** – GR-2.4
6. **Bridge Terminal Assemblies Type 4 and Type TST** – SCD GR-3.4 (Type 4) and GR-3.6 (Type TST)
7. **Anchor Assemblies Types A, T, B and E** – SCD GR-4.1 (Type A), GR-4.2 (Type T), Syro Inc. SS444, SS425M or Road Systems, Inc. FLT-M (Type B) and Syro Inc. SS265, SS142, SS14, SS158 or Road Systems, Inc. SKT-4M (Type E)

PREVAILING WAGE RATES

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2012 PLASTIC SEWER PIPE

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, February 7, 2012, at which time they will be publicly opened and read aloud, for the project known as 2012 Plastic Sewer Pipe Annual Contract.

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 2012 Plastic Sewer Pipe".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at 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 prices of this contract shall be in effect from February 20, 2012 to December 31, 2012. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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.

Delaware Gazette Advertisement Dates:

January 20, 2012

January 27, 2012

**SPECIFICATIONS
2012 Plastic Sewer Pipe
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

guarantee that your company will receive a purchase order during the term of this contract.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS) 707.31, 707.33, 707.65, 707.69
American Society of Testing and Materials (ASTM) F2736
American Society of Testing and Materials (ASTM) F2562

Couplers and fittings including reducers, tees, wyes, and caps are not included in this bid and shall be paid for at a negotiated unit price.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2012 READY MIX CONCRETE

**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 10:00 am on Tuesday, February 7, 2012, at which time they will be publicly opened and read aloud, for the project known as 2012 Ready Mix Concrete Material Supply Contract.

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 2012 Ready Mix Concrete".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at 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.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

The prices of this contract shall be in effect from February 20, 2012 to December 31, 2012. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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.

Delaware Gazette Advertisement Dates:
January 20, 2012
January 27, 2012

**SPECIFICATIONS
2012 Ready Mix Concrete
Material Supply Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS) 499, 613 and 705.12
All chemical admixtures shall be on ODOT's Qualified Products List (QPL)

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including but not limited to, the loss of use resulting therefrom or delay, acceleration, or loss of productivity caused in whole or part by the negligence of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2012 STONE AGGREGATE

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 10:00 a.m. on December 21, 2010, at which time they will be publicly opened and read aloud, for the project known as 2011 Stone Aggregate Material Supply Contract.

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 2011 Stone Aggregate".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at 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 prices of this contract shall be in effect from February 20, 2012 to December 31, 2012. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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.

Delaware Gazette Advertisement Dates:
January 20, 2012
January 27, 2012

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

**SPECIFICATIONS
2011 Stone Aggregate
Material Supply Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS) 703.01, 703.05, 703.17, 703.18, 703.19

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

but not limited to the loss of use resulting therefrom or delay, acceleration, or loss of productivity caused in whole or part by the negligence of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2012 TREE CLEARING

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 10:00 a.m. on December 21, 2010, at which time they will be publicly opened and read aloud, for the project known as 2012 Tree Clearing Annual Contract.

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 2012 Tree Clearing".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at 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 prices of this contract shall be in effect from February 20, 2012 to December 31, 2012. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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.

Delaware Gazette Advertisement Dates:
January 20, 2012
January 27, 2012

SPECIFICATIONS 2012 Tree Clearing Annual Contract Delaware County, Ohio

GENERAL

This contract is an agreement to perform tree and brush clearing and stump removal at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

GENERAL REQUIREMENTS

The Owner shall mark the areas to be cleared and grubbed and/or mark the individual trees to be removed or saved. Marking shall be done using paint markings, stakes or other acceptable methods. The Contractor shall perform a field review of the work site and shall provide a written quotation for the work based on the unit prices in this contract.

Upon receiving authorization to proceed, the Contractor shall perform the work in an expeditious manner under the supervision of the Owner. The Contractor shall exercise caution in performing its work to avoid damage to real estate, personal property and utilities. Traffic control shall be provided by the Owner.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2010 ODOT Construction and Material Specifications (CMS) Item 201 shall govern the work except as follows:

Item 201, Clearing and Grubbing. This item shall consist of clearing and grubbing all trees 12 inches or smaller in diameter when measured as specified in 201.05 and all surface objects, brush, roots and other protruding obstructions not designated to remain by the Engineer. This item shall be measured by the number of acres cleared and grubbed to the satisfaction of the Owner. All other vegetative material removed shall be hauled away and properly disposed of off-site.

Item 201, Tree Removed. This item shall consist of clearing and grubbing all trees over 12 inches in diameter including hauling away and disposing of trees and stumps off-site. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

Item 201, Stump Removed. This item shall consist of removing stumps 6 inches below ground surface. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05. **TABLE 201.05-1**

Tree or Stump Diameter	Pay Item Designation
Over 12 inches to 24 inches	18-inch size
Over 24 inches to 36 inches	30-inch size
Over 36 inches to 60 inches	48-inch size
Over 60 inches	60-inch size
Over 0.3 m to 0.6 m	0.5 m size
Over 0.6 m to 0.9 m	0.8 m size
Over 0.9 m to 1.5 m	1.2 m size
Over 1.5 m	1.5 m size

Item 624, Mobilization. Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

charge will be allowed.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

BID PROPOSAL – BIDDER SHALL COMPLETE THESE DOCUMENTS:

- Bid Blank
- Certification of Bid
- Affidavit of Contractor or Supplier's Non-Delinquency of Personal Property Taxes
- Certification/Affidavit in Compliance with O.R.C. Section 3517.13
- Non-Discrimination Clause
- Non-Collusion Affidavit
- Declaration of Material Assistance/Non-Assistance to Terrorist Organizations
- W-9 Request for Taxpayer Identification Number and Certification

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

RESOLUTION NO. 12-42

IN THE MATTER APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-TR176-0.02 BROWN ROAD OVER BOKES CREEK BRIDGE REPLACEMENT:

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

WHEREAS, the Board approved a project agreement with the Ohio Department of Transportation (ODOT) by resolution 11-1362 to develop the improvement known as DEL-TR176-0.02, Brown Road over Bokes Creek; and,

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the Improvement, and has completed all required documentation and project coordination with ODOT that is necessary to proceed with advertising for bids for the construction contract for said Improvement; and,

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$1,199,000 which, according to the approved project agreement, is to be funded 95 percent by the federal Local Highway Bridge Replacement and Rehabilitation (LBR) Program and 5 percent by Delaware County Road and Bridge

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012

funds;

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

Section 1: The plans, specifications and estimates for the project known as DEL-TR176-0.02 Brown Road over Bokes Creek are hereby approved, and;

Section 2: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid, and is further authorized to move back the dates shown in the public notice in increments of one week and correct the final published notice if necessary due to any delays in obtaining federal authorization for the Improvement by ODOT:

**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 10:00 am on Tuesday, February 21, 2012, at which time they will be publicly opened and read aloud, for the project known as:

DEL-TR176-0.02
Brown Road over Bokes Creek

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 DEL-TR176-0.02". 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.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, 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. All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before November 1, 2012. The estimated commencement of work date is March 5, 2012.

This is a Federal-Aid project and the Federal Equal Employment Opportunity regulations listed in the proposal shall govern. At least eight percent (9%) of contract work shall be performed by ODOT certified Disadvantaged Business Enterprises (DBE's) that are qualified under Chapter 5525 of the Ohio Revised Code.

This is a prevailing wage contract in accordance with the U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution. Bidders shall comply with all applicable provisions.

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 Township. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
January 27, 2012
February 3, 2012
February 10, 2012

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

RESOLUTION NO. 12-43

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OLENTANGY FALLS,
SECTION 2:**

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

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

Olentangy Falls, Section 2 1,336 feet of 8- inch sewer 5- manhole

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by Delaware County.

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

RESOLUTION NO. 12-44

IN THE MATTER OF AWARDING THE BID FOR THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:

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

WHEREAS, sealed bids for the ORANGE ROAD PUMP STATION ABANDONMENT were received by the County of Delaware, Ohio at the Office of the Regional Sewer District at 2:00 PM local time on December 8, 2011; and

WHEREAS, one (1) bid was received on time as part of the public bidding process; and

WHEREAS, the bid received was from Elite Excavating Co. of Ohio for \$170,006.00; and

WHEREAS, the bid was evaluated against the bidding requirements and was deemed to be the lowest and best bid;

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

Section 1. The Board hereby awards the contract for the ORANGE ROAD PUMP STATION ABANDONMENT PROJECT to Elite Excavating Co. of Ohio.

Section 2. The Board hereby directs the Sanitary Engineer to prepare the necessary notice of award and contract documents and submit them to the contractor for execution.

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

RESOLUTION NO. 12-45

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Emergency Medical Services recommends promoting Jarrod Tupps from a part-time paramedic to a full time Paramedic; effective January 12, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Jarrod Tupps from a part-time paramedic to a full time Paramedic; effective January 12, 2012.

The Director Emergency Medical Services recommends promoting Richard Lewis from a part-time paramedic to a full time Paramedic; effective January 14, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Richard Lewis from a part-time paramedic to a full time Paramedic; effective January 14, 2012.

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

RESOLUTION NO. 12-46

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY 911 FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES FOR THE DELCOMM ALL STAFF TRAINING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton 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 911 Board has requested that the County provide training to all staff members. The

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

training will be over a two day period and lunch and refreshments need to be provided;

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 911 Funds in an amount not to exceed \$500.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities For The Delcomm All Staff Training.

Further Be it Resolved, that the Commissioners approve a Purchase Order Request PNC Bank in the amount not to exceed \$500.

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

RESOLUTION NO. 12-47

IN THE MATTER OF APPROVING A RESOLUTION SUPPORTING THE 2012 DELAWARE COUNTY UNITED WAY CAMPAIGN:

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

**United Way
2012 Delaware County Campaign**

WHEREAS, the United Way of Delaware County is an integral part of the Delaware County community investing donor dollars in programs that meet critical needs and in services that bring about long-lasting change and improve lives; and

WHEREAS, the United Way of Delaware County helps children and youth achieve their potential; empowers families and individuals to become financially self-sufficient; gains access to quality physical and mental healthcare for many; and provides basic and emergency services, such as food, shelter, safety, and disaster response; and

WHEREAS, every year conducts a fundraising campaign, on behalf of those members of the Delaware County community who have unmet needs, allowing every person donating to help impact many lives with just ONE pledge; and

WHEREAS, Delaware County has more than 1100 employees who are willing to give back to their community, appreciate opportunities to be involved, and work within their departments to prioritize their work responsibilities while also participating in outside activities; and

WHEREAS, the President of the Delaware County Board of Commission is willing to serve as Campaign Chair for 2012 and eight employees are willing to serve on a Planning Committee to show support for this worthwhile endeavor;

NOW THEREFORE, the Board of Commissioners of Delaware County, Ohio hereby resolve to support the 2012 United Way Campaign and encourage the involvement of our employees in the commitment to pledge and participate in the fundraising activities of the campaign running from Jan. 30 to Feb. 10, 2012.

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

RESOLUTION NO. 12-48

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF DUBLIN FOR THE PROVISION OF AN INTERIM ASSISTANT DIRECTOR (TECHNICAL CONSULTANT) FOR THE 9-1-1 CENTER:

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

WHEREAS, Delaware County recently appointed a new Interim Director for the Emergency Communications Center; and

WHEREAS, Delaware County has requested the assistance of Dublin Division of Police Technical Services Bureau Director Jay Somerville as a consultant to assist with technical matters on a temporary, part-time basis while the search for a permanent director is conducted; and

WHEREAS, Delaware County will reimburse the City of Dublin for Mr. Somerville's services; and

WHEREAS, the attached Agreement outlines the responsibilities of the parties with regard to Mr. Somerville's services; and

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

WHEREAS, the Agreement will continue to foster the spirit of cooperation between the City of Dublin and its neighbors;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio as follows:

Section 1. The Board hereby approves the intergovernmental agreement with the City of Dublin for the provision of an interim assistant director (technical consultant) for the 9-1-1 Center.

Section 2. This Resolution shall be effective immediately upon adoption.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DELAWARE COUNTY AND THE CITY OF DUBLIN FOR PROVISION OF AN
INTERIM ASSISTANT DIRECTOR (TECHNICAL CONSULTANT) FOR THE 9-1-1 CENTER**

Section 1 – Parties to the Agreement:

Agreement made and entered into this 12th day of January 2012, by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the City of Dublin (“City”).

Section 2 – Contract Administrator:

The County hereby designates the Delaware County Administrator as Administrator and agent of the County for purposes of this Agreement. The Administrator shall have general supervision over the Services and authority to order commencement or suspension of Services

Section 3 – Scope of Services:

Pursuant to R.C. 307.15 and Section 2.04 of the Dublin City Charter, the City shall provide to the County one current City employee, namely Mr. Jay Somerville of the Dublin Police Division, to serve as Interim Assistant Director (Technical Consultant) of the 9-1-1 communications center. The Services provided shall be based upon the approved job description for the Interim Director’s position, which is attached hereto as Exhibit A and, by this reference, fully incorporated herein. The parties mutually agree that Mr. Somerville will provide assistance to the Interim Director in carrying out the duties as outlined in Exhibit A and will also act in the capacity as consultant to the Interim Director, the 911 Board and the Board of Delaware County Commissioners on all issues of a technical nature that may arise. Mr. Somerville will be available to provide the Services described in this Agreement during regular business hours. The parties recognize that Mr. Somerville’s employment is with the City of Dublin and in the event there are any conflicts in performing services for the City and for the County, his responsibilities with the City shall take precedence and Services to the County will be suspended in such instances or an alternative City employee will be provided to perform the Services under this Agreement.

Section 4 – Reimbursement:

Reimbursement for Services performed under this Agreement shall be at a rate of \$51.98 per hour. The Parties recognize that Mr. Somerville has performed 16.5 hours of work for the County prior to the execution of this Agreement. Accordingly, upon execution of the Agreement, the County shall provide payment of \$857.67 to the City for services already provided by Mr. Somerville.

Section 5 – Payment:

Reimbursement shall be based upon monthly invoices provided by the City, which said invoices shall provide a breakdown of the hours Mr. Somerville worked during the applicable monthly invoice period. The County agrees to promptly pay the invoice upon verification thereof.

Section 6 – Term:

This Agreement shall take immediate effect upon passage by the respective legislative authorities for the County and the City. The Services required under this Agreement shall be provided until such time as a permanent 9-1-1 director is hired and assumes his or her responsibilities or until termination of this agreement as provided for in Sections 8 and 9 below.

Section 7 – Liability:

The County agrees to be solely responsible for any actions and omissions arising from or relating to the Services rendered hereunder. The County further agrees to include Mr. Somerville as a Covered Party under its existing liability coverages.

Section 8 – Termination of Agreement:

This agreement may be terminated immediately by either party upon written notification received by the other party. Written notification may include writings transmitted by electronic means.

Section 9 – Change of Staff:

The City shall notify the County, immediately and in writing, of any change to the status of the employee City of Dublin-Delaware County Intergovernmental Agreement designated in Section 3. Upon said notice, the County and/or City may terminate this Agreement and recover a prorated share of any costs already incurred.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012

Section 10 – Miscellaneous Terms & Conditions:

- 10.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the City, 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 Employment Status of City Designee: City agrees that no agency, employment, joint venture, or partnership has been or will be created between the County and the City’s designee in Section 3 pursuant to the terms and conditions of this Agreement.

Further Be It Resolved, the Board of Commissioners approve the following purchase order request: R1201410 for the City OF DUBLIN 21411306-5301 for \$20,000.00

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

RESOLUTION NO. 12-49

IN THE MATTER OF EXPRESSING THE BOARD’S OPPOSITION TO THE EAST-SPRINGFIELD LONDON-TANGY PROJECT BY FIRSTENERGY SERVICE COMPANY:

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

WHEREAS, on August 26, 2011, FirstEnergy Service Company filed an application for the East-Springfield London-Tangy 138 kV Transmission Line Project (the “Project”), Case No. 11-4884-EL-BTX; and

WHEREAS, landowners within the proximity of the Project, including the Delaware County Board of Commissioners (the “Board”), will be negatively impacted by the Project as proposed; and

WHEREAS, existing utility easements and rights-of-way provide a less invasive path for the Project; and

WHEREAS, the Board wishes to officially express its opposition to the Project as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio as follows:

Section 1. The Board hereby officially expresses its opposition to the Project as proposed, specifically opposing the proposed Project course that requires the acquisition of new easements or rights-of-way in the manner described.

Section 2. The Board hereby encourages FirstEnergy Service Company, and all its parents, subsidiaries, affiliates, and partner entities, to locate the Project utilizing existing utility easements and rights-of-way, which will not negatively impact properties and owners of properties within the proximity of the Project where possible.

Section 3. The Board hereby directs the Clerk of the Board to cause delivery of a certified copy of this Resolution upon the Public Utilities Commission of Ohio, the Ohio Power Siting Board and FirstEnergy Service Company.

Section 4. This Resolution shall take effect immediately upon adoption.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

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

RESOLUTION NO. 12-50

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ADULT COURT SERVICES:

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

Transfer of Appropriation

From	To		
25422308-5201 Comm Non Residential/General Supplies	25422308-5332 Comm Non Residential/Cell Phone	\$	500.00
25522309-5001 Drug Court Docket/Compensation	25522309-5332 Drug Court/Cell Phone	\$	500.00
25922307-5201 Mental Health Docket/General Supplies	25922307-5332 Mental Health Docket/Cell Phone	\$	500.00
23322310-5001 Re-Entry Task Force/Compensation	23322310-5332 Re-Entry Task Force/Cell Phone	\$	500.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- Attended And Participated In:
- EMA Board Meeting On Monday; Portable Radio Grant Program; EOC Exercise Follow-Up; Scioto Township Flood Plain Mitigation
- 911 Board Meeting On Tuesday; Administrative Committee And Full Board
- Family Children's First Council;
- Directed Administrator Hansley To Prepare A Policy Resolution For Non-Profits

Commissioner Thompson

- YMCA
- Martin Luther King Activities This Weekend

Commissioner Stapleton

- No Reports Today

RESOLUTION NO. 12-51

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF FOR APPOINTMENT AND EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:57AM.

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

RESOLUTION NO. 12-52

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 12:05PM.

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

RECESS UNTIL 1:25PM/RECONVENE 1:25PM

RESOLUTION NO. 12-53

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2012**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn into Executive Session at 1:32PM.

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

RESOLUTION NO. 12-54

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 2:37PM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners