

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 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. 12-427

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 3, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 3, 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

- 1) **Rodney Myers, Berkshire Township Trustee, The Township Trustees Are Interested In Continuing Discussion On The Buying And Selling Of The Old Township Hall**
- 2) **Robert Morgan Board Of Developmental Disabilities (Comments Under Resolution NO. 12-447 Discussion On Possible Fiber Installation To The Developmental Disability Building)**

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-428

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0504:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0504 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1203912	FYDA FREIGHTLINER	REPAIRS TO SEMI - FREIGHTLINER	66211904 - 5328	\$10,000.00	0001
R1203913	M TECH COMPANY	UNIVERSAL HITCH & ADJUSTABLE BARREL MOUNT SLEEVE	66211903 - 5260	\$5,254.00	0001
R1203913	M TECH COMPANY	UNIVERSAL HITCH & ADJUSTABLE BARREL MOUNT SLEEVE	66211904 - 5260	\$5,254.00	0002
R1203913	M TECH COMPANY	UNIVERSAL HITCH & ADJUSTABLE BARREL MOUNT SLEEVE	66211906 - 5260	\$1,313.50	0003
R1203913	M TECH COMPANY	UNIVERSAL HITCH & ADJUSTABLE BARREL MOUNT SLEEVE	66211907 - 5260	\$1,313.50	0004

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

RESOLUTION NO. 12-429

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 Dennis Stapleton, Tim Hansley, Letha George and Jennifer Walraven attend the CCAO Summer Conference in Worthington, Ohio June 8, 2012, at the cost of \$300.00 (Fund Number 10011101).

The Sheriff's Office is requesting that Kassandra Otten attend a Second Chance Act Conference in Washington, D.C. May 21-24, 2012; at the cost of \$245.00; (Fund; Family Based Grant).

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The Sheriff's Office is requesting that Tina Heindel attend a Second Chance Act Conference in Washington, D.C. May 21-24, 2012; at the cost of \$2,453.19; (Fund; Family Based Grant).

The Sheriff's Office is requesting that Seth Dodson attend a Second Chance Act Conference in Washington, D.C. May 21-24, 2012 at the cost of \$1,048.79; (Fund; Family Based Grant).

The Sheriff's Office is requesting that Andrea Wood attend a Second Chance Act Conference in Washington, D.C. May 21-24, 2012 at the cost of \$1,048.79; (Fund; Family Based Grant).

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

RESOLUTION NO. 12-430

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR ESTATES OF RIVER RUN:

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

Whereas, Vincent J. Margello, Jr. has submitted the Plat of Subdivision ("Plat") for Estates of River Run, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on March 1, 2012; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on March 9, 2012; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on March 22, 2012; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on March 26, 2012; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on April 30, 2012;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Estates of River Run.

Estates of River Run:

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Farm Lot 11 (9.3521 acres) and Farm Lot 12 (5.7222 acres), Section 4, Township 3, Range 19, United States Military Lands, being 3.98 acres, 9.44 acres, and 5.73 acres by Deed as Recorded in O.R. 410, Page 1745 – 15.120 acres by Survey and also being 1.401 acres by Deed and Survey. Cost \$30.00

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

RESOLUTION NO. 12-431

IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR SHEFFIELD PARK SECTION 3, PHASE B, PART 2:

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

Whereas, as The Engineer recommends approving the Project Agreement For Sheffield Park Section 3, Phase B, Part 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Project Agreement For Sheffield Park Section 3, Phase B, Part 2.

Sheffield Park Section 3, Phase B, Part 2:

PROJECT AGREEMENT
PROJECT NUMBER: 12016

THIS AGREEMENT, executed on this 7th day of May 2012 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF**

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DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as **SHEFFIELD PARK SECTION 3, PHASE B, PART 2**, further identified as Project Number 12016 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$36,400)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

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EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$454,837
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 45,500
INSPECTION FEE DEPOSIT	\$ 36,400

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

RESOLUTION NO. 12-432

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO DEL-CR72-5.94, CHESHIRE ROAD AND 3B's & K ROAD INTERSECTION PROJECT, INCLUDING CONSTRUCTION OF A ROUNDABOUT AND WIDENING, GRADING, DRAINAGE AND LIGHTING IMPROVEMENTS; APPROVING PLANS, SPECIFICATIONS, ESTIMATES; AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-CR72-5.94 CHESHIRE ROAD AND 3B's & K ROAD INTERSECTION PROJECT:

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that the intersection of Cheshire Road and 3B's & K Road would benefit from the construction of a roundabout along with widening, grading, drainage and lighting improvements, and recommends that the Board proceed with Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$1,385,000.00.

Section 1: The public convenience and welfare require improvements to the intersection of Cheshire and 3B's & K Road with the construction of a roundabout along with widening, grading, drainage and lighting improvements and that the project known as DEL-CR72-5.94 Cheshire and 3B's & K Road Intersection Project be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-CR72-5.94 Cheshire and 3B's & K Road Intersection Project are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**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 May 29, 2012, at which time they will be publicly opened and read aloud, for the project known as:

DEL-CR72-5.94
Cheshire Road and 3B & K Road Intersection Project

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR72-5.94". 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.

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The Owner requires that all work associated with the project be completed before November 3, 2012. The estimated commencement of work date is June 11, 2012.

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.

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:

May 11, 2012

May 18, 2012

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

RESOLUTION NO. 12-433

IN THE MATTER OF DECLARING THE NECESSITY FOR THE REPLACEMENT OF BRIDGES ON CONDIT AND CENTERBURG ROADS (DEL-CR16-1.79 AND DEL-CR48-3.50) INCLUDING THE REPLACEMENT OF AN EXISTING STRUCTURE OVER THE SOUTH BRANCH OF CULVER CREEK (DEL-CR116-1.79) AND THE REPLACEMENT OF AN EXISTING STRUCTURE OVER THE SOUTH BRANCH OF CULVER CREEK (DEL-CR48-3.50) INCLUDING MINIMAL APPROACH WORK; APPROVING PLANS, SPECIFICATIONS, ESTIMATES, AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-CR16-1.79 AND DEL-CR48-3.50 CONDIT ROAD AND CENTERBURG ROAD BRIDGE REPLACEMENTS PROJECT:

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that the existing structures on Condit Road and Centerburg Road are deficient and need to be replaced recommends that the Board proceed with Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$625,000.00

Section 1: The public convenience and welfare require replacement of the existing bridge on Condit Road approximately 350' south of the intersection of Condit Road and Centerburg Road, and the replacement of the existing bridge on Centerburg Road a about 750' west of the intersection of Centerburg Road and Condit Road and that the project known as DEL-CR16-1.79 and DEL-CR48-3.50 Condit Road and Centerburg Road Bridge Replacements Project be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-CR16-1.79 and DEL-CR48-3.50 Condit Road and Centerburg Road Bridge Replacements Project are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**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 May 29, 2012, at which time they will be publicly opened and read aloud, for the project known as:

DEL-CR16-1.79 and DEL-CR48-3.50
Condit Road and Centerburg Road Bridge Replacements Project

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR16-1.79 and DEL-CR48-3.50". Bid shall be accompanied by a Bid Security in the form of a bid bond in the

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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 October 15, 2012. The estimated commencement of work date is June 11, 2012.

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.

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:

May 11, 2012

May 18, 2012

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

RESOLUTION NO. 12-434

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR FOSTER PARENT APPRECIATION BANQUET:

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, May is recognized as Foster Parent Appreciation month; and

WHEREAS, Delaware County Department of Job and Family Services has planned a banquet to honor Foster Parents to be held on May 22nd; and

WHEREAS, Delaware County Department of Job and Family Services plans to use Donated funds to pay for the event; and

WHEREAS, the Department requests approval to procure food for this event; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$600.00 to assist in funding the purchase of refreshments and other amenities for Foster Parent Appreciation Month 2012.

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

RESOLUTION NO. 12-435

IN THE MATTER OF APPROVING THE DKMM MOBILE RESOURCE CENTER COUNTY AGREEMENT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, KNOX COUNTY JOB AND FAMILY SERVICES, MARION COUNTY JOB

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AND FAMILY SERVICES, AND MORROW COUNTY JOB AND FAMILY SERVICES:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following DKMM Mobile Resource Center County Agreement.

**DKMM MOBILE RESOURCE CENTER
COUNTY AGREEMENT**

This agreement is between: Delaware County Job and Family Services, Knox County Job and Family Services, Marion County Job and Family Services, and Morrow County Job and Family Services pertaining to the use of the DKMM Mobile Resource Center. The DKMM Mobile Resource Center is a 2001 Coachman Class A recreational vehicle that has been converted to a mobile computer lab containing laptop computers, printers, wireless hotspot internet, Bluray/DVD media display system, and interview space. The DKMM Mobile Resource Center is intended to assist employers and job seekers to fill open positions.

Host County: Knox County is the Host County for the Mobile Resource Center. This designation provides the opportunity for managed scheduling, scheduled maintenance, supply readiness, storage, and exterior cleanliness.

Each county agrees to the following terms and conditions:

1. Each county's designated staff will schedule events with the Host County with reasonable advance notice. Schedule shall include:
 - a. Event name
 - b. Location
 - c. Event date
 - d. Event times
 - e. Open to public or closed event
 - f. Date county taking possession
 - g. Date returning to Host county

Host County contacts:

- 1) Diana Williams, willwd08@odjfs.state.oh.us, 740-399-3640
- 2) Jill Schlosser, schloj@odjfs.state.oh.us, 740-399-3639
- 3) Martin McAvoy, mcavom@odjfs.state.oh.us, 740-399-3636

2. End User County shall be responsible to Host County for any and all losses or damage to the Mobile Resource Center, excluding normal wear, tear and depreciation.

3. Title to Mobile Resource Center shall not pass to End User County. This is not a sale of the Mobile Resource Center. End User County shall keep the Mobile Resource Center free and clear of all levies, liens and encumbrances arising from the End User County's use.

4. USE OF COUNTY VEHICLES

- The use of the Mobile Resource Center is limited to employment promotion, hiring events, and education.
- No one shall use or drive any County vehicle, owned or leased, for any purpose other than the transaction of official County business.
- County vehicles shall not be used for personal errands.
- Only DKMM workforce employees who have completed approved training are authorized to operate the Mobile Resource Center.

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- Employees are required to wear safety belts at all times in vehicles so equipped, in accordance with the law.
- The operator of the Mobile Resource Center is responsible for reporting to the Department Head, Clerk/Administrator or Risk Management Office any service, safety, or maintenance issues.
 - Knox County Risk Management: Emily Marth 740-393-6719
 - Knox County Maintenance: Martin McAvoy 740-399-3636 or 740-501-2137
- The operator is responsible for the appearance (interior/exterior cleanliness) and condition of the vehicle.
- Operator is required to complete necessary documentation.
- Operator is required to complete trip inspections
- 5. Any violation of these rules may result in the termination of use of the Mobile Resource Center.
- 6. End User County shall inspect the Mobile Resource Center upon receipt. Unless End User County notifies Host County in writing of the details of any defects, End User County shall conclusively presume to have accepted the Mobile Resource Center AS-IS. End User Counties shall take good care of the Mobile Resource Center and at their expense, repair or replace any and all damage done to the Mobile Resource Center.
 - a. Maintenance needs and repairs shall be reported to the Host County.
 - b. End User County agrees to provide all gasoline for the Mobile Resource Center while in the End User County possession.
 - c. End User County agrees to provide all propane for the Mobile Resource Center while in the End User County possession.
 - d. End User County agrees to provide or replace all other consumables while in possession (once the original inventory has been exhausted).
- 7. End User County shall cause the Mobile Resource Center to be operated by competent, employees who have completed Host County approved training.
 - a. Employees will operate the Mobile Resource Center abiding by training and documentation provided.
 - b. To operate the Mobile Resource Center, drivers must meet the following criteria:
 - i. At least 18 years of age
 - ii. Possess a current, valid Ohio driver's license that includes necessary endorsements. (copy of license must be kept on file with the Host County)
 - iii. Staff must maintain an acceptable, safe driving record.
 - iv. Poor driving record will result in suspension of vehicle use.
 - v. Periodic reviews of driving records will be conducted by the appointing authority through CORSA and the Ohio Bureau of Motor Vehicles. This review will reveal any accident, violation, suspension, revocation, assignment points and other job-related information contained therein.
 - vi. Be employed by a partner county (Delaware, Knox, Morrow, Marion) Workforce department
 - vii. Complete the Motor Home Driving Course presented by RV Basic Training LLC
 - viii. Complete required operator paperwork
 - ix. Complete required trip inspections
- 8. End User County agrees that the Mobile Resource Center will not be operated:
 - a. To carry passengers other than one passenger in the passenger seat of the drivers area.
 - b. All occupants are required to wear seatbelts while the Mobile Resource Center is moving.

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c. All operators will not be in possession of or under the influence of alcohol or any substance that may impair the ability to operate the Mobile Resource Center.

9. ACCIDENTS INVOLVING COUNTY VEHICLES AND TRAFFIC CITATIONS

- Accident reports are to be completed and submitted to the Department Head immediately.
- Parking, moving violations, and other fines received while operating a vehicle (County or privately-owned) on behalf of the County are the responsibility of the Operator.
- Operators involved in accidents when operating a County vehicle or a privately-owned vehicle on the County's behalf in a non-approved manner will be subject to appropriate legal action to recover costs.
- Within twenty-four (24) hours of any accident, the Department Head will notify the Risk Management Office, who will notify the Insurer.
- Within five (5) days, the Department Head must send written notice of the accident to the Knox County Risk Management Office.
- o Emily Marth, 117 East High st. Mount Vernon, OH 43050. 740-393-6719
- All County vehicle accidents are to be handled by the Ohio State Highway Patrol.

10. End User County acknowledges that there are hazards associated with the use of the Mobile Resource Center and thus warnings and training must be communicated to all persons concerned with the Mobile Resource Center. End User County assumes all responsibility for the communication of warnings to and training of its employees and customers.

11. End User County shall immediately return the Mobile Resource Center to the Host County at the end of the term specified. At End User County's expense, the Mobile Resource Center must be returned in a good and clean condition.

- a. Gasoline shall be full or Host County will fill the tank and charge the End User County.
- b. Propane shall be full or Host County will fill the tank and charge the End User County.

12. In any one or more provisions of this Agreement are held invalid, illegal, or unenforceable in any respect for any reason, the remaining provisions remain valid, binding, and effective as if the invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

13. Transfer of Liability: While in possession of the Mobile Resource Center, the county employing the employee that has signed for use of the Mobile Resource Center assumes liability for any and all damages caused or incurred while in that county's possession.

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

RESOLUTION NO. 12-436

IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CALLOS COMPANIES FOR THE CHORE CREW:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following Professional Services Agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Professional Services Agreement with Callos Companies for The Chore Crew Payroll.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 7th day of **May, 2012**, by and between THE CALLOS COMPANIES, (hereinafter "CALLOS") with its local place of business located at 6547 E. Livingston Ave., Reynoldsburg, OH 43068, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

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Background

CALLOS is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "CALLOS consultants"). DCDJFS is in need of the services of CALLOS. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from May 7, 2012 through December 31, 2012 unless terminated in writing by either party pursuant to Article 4 or Article 24. CALLOS shall provide the services of the CALLOS employees to DCDJFS. DCDJFS shall authorize specific assignments for the CALLOS employees by placing a Job Order with CALLOS in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an CALLOS employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. Other Terms and Conditions are set forth in Exhibit B ("Proposal").

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each CALLOS employee promptly at the end of each week. DCDJFS will pay CALLOS for all time expended and expenses incurred by CALLOS employees in fulfilling the DCDJFS Job Order as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. CALLOS shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each CALLOS employee assigned to DCDJFS and all charges and expenses applicable to each CALLOS employee in fulfilling the DCDJFS Job Order. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to CALLOS the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay CALLOS for all work performed by CALLOS employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$40,000.00.

4. Termination of Work Orders. All work performed by CALLOS consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by CALLOS employees under the Job Order is unsatisfactory, DCDJFS may request CALLOS to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to CALLOS appropriate representative. CALLOS shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay CALLOS for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If a CALLOS employee leaves the employ of CALLOS or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, CALLOS shall use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. CALLOS shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor CALLOS will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

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12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. CALLOS is an independent contractor. Neither CALLOS nor any of its employees or representatives shall be considered employees of DCDJFS, the Board, or Delaware County. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. CALLOS shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of CALLOS and is thus prohibited from converting or transferring the employment of any CALLOS employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified CALLOS representative.

CALLOS employees are not entitled to benefits enjoyed by employees of DCDJFS, the Board, or Delaware County.

14. Attorney's Fees and Costs. In the event of any dispute arising out of or related to this Agreement (and its exhibits), each party shall be responsible for its own costs and attorney's fees.

15. Duly Authorized Signatures. CALLOS states and agrees that the individual(s) who, on behalf of CALLOS, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of CALLOS and are authorized to and have authority to enter this Agreement on behalf of CALLOS and by so signing have authority to bind and does bind CALLOS to any and all terms of this Agreement

16. 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.

17. DMA Form Statement. CALLOS certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, CALLOS agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement

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

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

20. Non-Discrimination. CALLOS shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. CALLOS shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event CALLOS is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 20 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and CALLOS may be declared ineligible for future Contracts with DCDJFS.

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21. DCDJFS Indemnification. To the fullest extent permitted by law, CALLOS agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers ("Indemnified Parties") free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to CALLOS's performance of or the performance of CALLOS's employees pursuant to this Agreement. CALLOS shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Indemnified Parties by reason of CALLOS's performance of or the performance of CALLOS's employees pursuant this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

CALLOS shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the CALLOS or its employees.

22. Insurance: CALLOS shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the CALLOS shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement.

23. Access to and Retention of Records: At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Board, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS or the Board may deem necessary, CALLOS shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by CALLOS to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

CALLOS, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, CALLOS shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, CALLOS shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

24. Termination:

A. Termination for the Convenience

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. CALLOS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, CALLOS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

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The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the DCDJFS and the Board shall be authorized in writing and signed by a quorum of the Board.

25. Notices: All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received :

County:

Shancie Jenkins
Director
Delaware County Department of Job and Family Services
140 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015

Fax: (740) 833-2299

CALLOS:

CALLOS
6547 E. Livingston Ave.
Reynoldsburg, OH 43068

Fax: (614)575-8612

26. Drug-Free Workplace: CALLOS agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. CALLOS shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

27. 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.

**Exhibit A
JOB ORDER**

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas
3. Services to be Provided:

Per Agreed Work Order
4. CALLOS Employee Name: To be provided
5. Start Date: Continuation
6. Hourly Bill Rate: Worker Rate Per Agreed Work Order Plus 19%

This Job Order constitutes the Job Order referred to in the Master Contract Agreement dated March 16, 2011 between CALLOS and DCDJFS. IN WITNESS WHEREOF, the parties have executed these Job Orders on the date set forth above:

DCDJFS NAME: _____ CALLOS: _____
BY: _____ BY: _____

All communication should be directed to CALLOS at the address as follows:

CALLOS
6547 East Livingston Ave., Reynoldsburg, OH 43068
Ph: (614)575-4900
Fax: (614)575-8612

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Exhibit B

Proposal to:
Delaware County Job & Family Services
140 N. Sandusky St.
Delaware, OH 43015
(740) 833 - 2335

Submitted By: Brian Neal
6547 E. Livingston Ave.
Reynoldsburg, OH 43068
Ph. (614) 575 - 4900
Fax (614) 575 - 8612
Cell (614) 571 - 7152
bneal@callos.com
April 1, 2010

THE COMPANY

Established in 1965, The Callos Companies provide a variety of services including:

- Temporary Employees
- Payroll Services
- Employee Leasing
- Executive Recruiting and Placement
- Outplacement Service
- Risk Management
- Contract Services
- Insurance/Financial Services

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Callos Companies subscribe to a policy of equal opportunity. Employees and applicants for employment will not be discriminated against on the basis of age, race, creed, national origin, ancestry, physical or mental handicap, marital status, religious persuasion, veteran status, political beliefs, sexual preference, or citizenship in any employment decisions. All employment related decisions are based solely on relevant criteria including training, experience, and suitability.

HISTORY OF COMPANY

- The Callos Companies employed over 16,000 associates last year.
- The Callos Companies are the largest independent supplier of temporary help in Ohio, Pennsylvania, and Kentucky.

RECRUITMENT EFFORT

The Callos Companies interview and test over 2,000 applicants every month in 19 locations.

Temporary employees are recruited through:

- Advertising
- Employee Referrals
- Recruiting Sessions at Local Colleges and Vocational Schools
- Customer Referrals
- On-site Recruits
- Vendor on Premises Staffing
- Internet/Job Posting

TESTING, INTERVIEWING AND INDOCTRINATION

- Before any Callos employee is sent on an assignment, thorough interviewing, testing and indoctrination procedures are performed.
- Light industrial employees are given a general math, measurement, and comparison test
- ****Custom testing can be arranged at the customer's request.****
- As a special service to our customers, we will gladly evaluate any of your employees using the Kenexa Prove It! system, **FREE OF CHARGE.**
- Each employee is interviewed in depth.

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- A reference check is conducted by our office staff on every employee.
- Clerical candidates are tested using the Kenexa Prove It.
 - Over 400 Tests including clerical, software, technical, industrial, call center and more.
 - Kenexa Prove It! gives us the power to identify and select the most talented candidates and employees.
 - Kenexa Prove It! delivers measurable results in a variety of categories:
 - Software Skills**-(Word, Excel PowerPoint, Windows, Access and Illustrator)
 - Industrial Skills**-(Electrical, General Safety, Plumbing, HVAC, Auto, and Carpentry)
 - Office Skills**-(Accounting, Legal, Medical, Customer Service, Typing and Data Entry)
 - Call Center**-(Call Center Environment, Spelling, Customer Service, Data Entry, and Listening Skills)

MANDATE

The Callos Companies are committed to providing superior, cost effective personnel services to our clients, through careful recruiting and evaluation of candidates, flexibility in our service programs, and a well-trained and motivated professional staff.

QUALITY CONTROL

- Arrival check
- Quality check calls
- Customer comment cards

TERMS AND CONDITIONS

Rate Increases

- The rates quoted in this proposal are good for one year unless otherwise notified in writing.
- Rates subject to change upon one payroll period's notice

Indemnity

Callos employees are prohibited from operating forklifts, high lifts, cranes, trucks or automobiles on or off the client company's premises without prior written approval from Callos. Client company will be responsible for all O.S.H.A. safety and health requirements, including necessary related training for temporary employees provided by Callos.

Separation – Liquidation

The Callos Companies go through considerable time, effort and expense to attract qualified temporary employees, screen them, test them and, subsequently, orient them for their assignment with our client companies. In exchange for this effort, clients are prohibited from hiring temporaries onto their payroll prior to the completion of 500 hours unless a separation fee is paid. Also, should you choose to hire on our temporaries for any position other than where he or she was originally placed the same separation fee will apply. This agreement is binding for six months past employee's last day worked. The fee structure follows:

For every straight time billed hour less than 500 hours, the client agrees to pay a separation charge as follows:

- | | |
|---------------------------|--------------|
| • Blue collar temporaries | \$5.00/hour |
| • Clerical/secretary | \$7.50/hour |
| • Professional | \$10.00/hour |

Overtime

- The work week for The Callos Companies is Sunday through Saturday
- Employee will be paid time and one-half on any hours over (40) forty, in accordance with the Federal Wage and Hour Laws.

Invoicing and Management Reports

- You will receive weekly or bi-weekly invoices for hours worked by our employees and authorized by your company's supervisors.
- Customize our invoices to assist with labor cost analysis.
- Invoices are due upon receipt.
- Pricing errors must be resolved within thirty days of the invoice date. Clients failure to notify Callos of potential pricing errors within that timeframe indicate the clients agreement that the prices charged are correct.
- **Non-exempt clients will also see a separate charge for sales service tax.**

CALLOS WEB CENTER

Callos staffing clients have access to our Web Center Portal which provides real-time access to information.

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Completely integrated, the Callos Web Center allows our clients to work directly with us on applications ranging from time entry to requisition management. The list of standard reports, available free of charge, includes:

- Time sheet details
- Assignment start and end dates
- Pay history by employee
- Paid hours by department
- Invoice detail
- Overtime by department
- Customized management reports

TAX AND RECORD KEEPING LIABILITY

Your weekly or bi-weekly invoice is your only cost or financial obligation. The Callos Companies are responsible for withholding, payment, and reporting for all federal, state and local payroll taxes, social security, unemployment compensation premiums, workers compensation, and all paycheck and W-2 processing costs. The Callos Companies are responsible for all of our employees in satisfying the Tax Equity Act of '86, Section 89.

EMPLOYEE BENEFITS

Employee benefits attract better quality employees and improve retention. Qualifying temporaries enjoy paid vacation, holiday pay, and bonuses. Our employee benefits package is outlined below:

- Vacation pay – Employees working over 2,000 hours in a 12-month period at the same client location will receive one (1) week paid vacation. The time worked must be consecutive with no lay offs or other breaks in employment. The calendar period begins with the first day worked which is considered the associate's anniversary date. The maximum on this benefit is one (1) week of vacation within one (1) calendar year.
- Holiday pay – Employee must have 2,000 total hours in a 12-month period (at the same client location), and work the scheduled days before and after the holiday. The time paid will be a regularly hour rate.

The Callos Companies offer a Minimedical Insurance Plan through Allstate featuring:

- Affordable limited group health insurance
- \$15 office visit co-pay with a national network
- Includes prescription drug coverage
- Guaranteed insurability – no medical questions
- Optional dental, short term disability & term life insurance

BONUSES FOR TEMPORARY EMPLOYEES

- Employee Referral Bonus of \$25.00 will be paid to an employee if one refers another qualified temporary to us and they work 100 hours as a Callos employee.
- Safety Incentive Program Bonuses – Any temporary employee working on a light industrial assignment for a total of 1,000 hours in a 6-month period with no accidents reported will receive \$25.00 bonus.
- Any temporary employee working on a light industrial assignment for a total of 2,000 hours in a twelve (12) month period with no accidents reported will receive a \$50.00 bonus.

Payroll Temporary Proposal

Callos provides payroll services to our clients to satisfy a variety of client hiring situations. Payrolling service differs from conventional temporary service in two basic ways:

- Callos is not the source of the employee. A candidate identified by the client through advertising, referral, or any other means can be put on the Callos payroll for an indefinite period of time.
- Because we have no costs in recruiting or screening the employee, our rates are lower than those for "conventional" temporaries.
- Evaluate new workers on the job, without risk, while you decide if you want to make a full-time commitment.
- Hire for short or long term projects, (2 weeks - 2 years or more) and terminate assignments without unemployment claims.
- The client dictates the pay rates including periodic increases, if any, and can hire the employee at any time, at no fee.
- Retain consultants and independent contractors without paperwork.

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- Avoid the time, costs of paperwork and liabilities for probationary or seasonal employees including: new hire reporting, garnishment processing, exposure to workers' compensation and unemployment claims, and W-2 issuance.

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

RESOLUTION NO. 12-437

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE STATUS REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2011 WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF COMMUNITY DEVELOPMENT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to authorize the submittal of the CDBG Formula 2011 Status Report:

WHEREAS, the Ohio Department of Development awarded \$153,000 in Fiscal Year 2011 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the FY11 CDBG Formula Program is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program; and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Status Report of the CDBG Formula 2011 for their review.

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

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the CDBG Formula 2011 Status Report for the period of September 1, 2011 to March 1, 2012, to Ohio Department of Development, Office of Community Development.

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

RESOLUTION NO. 12-438

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF ASHLEY COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE COMMUNITY REINVESTMENT AREA (CRA) PROGRAM FOR YEAR 2011 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Ashley Council, have designated areas of the Village of Ashley as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code; and

WHEREAS, the purpose of the Village of Ashley CRA is to provide the community with an effective tool for revitalizing and encouraging investment in residential development and managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said CRA; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) for the CRA met on March 14, 2012, respectively, and reviewed the status of each active CRA Agreements and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the TIRC recommended to continue each agreement with stipulation that two properties 318 Bell St. and 412 South St. bring their property taxes current by July 10, 2012; and

WHEREAS, the Village of Ashley and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each CRA Agreements and the recommendations of the TIRC, by March 31, 2012, to the Director of the Ohio Department of Development, and said report has been submitted.

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

Section 1. The Board hereby accepts and approves the TIRC's recommendations. The two properties, 318 Bell St. and 412 South St, shall bring their property taxes current by July 10, 2012.

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Section 2. The Board directs the Economic Development Department to forward all information required by the State of Ohio to the Director of the Ohio Department of Development as appropriate.

Section 3. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 12-439

IN THE MATTER OF ACCEPTING THE REPORT OF BERLIN TOWNSHIP COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE CRA PROGRAM FOR PROGRAM YEAR 2011 AND TO ACCEPT THE RECOMMENDATION OF THE TIRC CONCERNING THE AGREEMENT WITHIN THE CRA:

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

WHEREAS, the Delaware County Commissioners, with the consent of Berlin Township Trustees, have designated areas of the Township as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code; and

WHEREAS, the purpose of the Delaware County CRA's in Berlin Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Area; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 14, 2012, and reviewed the status of each active CRA Agreements and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the TIRC recommended to continue the Piranhas Grill Agreement subject to Piranhas Grill making their school compensation payment of \$500.00 (lump sum) to Olentangy Local Schools and Delaware Area Career Center (lump sum) payment of \$100.00 by May 31, 2012, and bringing their property taxes current by July 10, 2012;

WHEREAS, the Berlin Township and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each CRA Agreement and the recommendations of the TIRC, by March 31, 2012, to the Director of the Ohio Department of Development, and said report has been submitted;

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

Section 1. The Board hereby accepts and approves the TIRC's recommendations. The Piranhas Grill Agreement shall be continued, subject to Piranhas Grill making their school compensation payments of \$500.00 (lump sum) to Olentangy Local Schools and \$100.00 (lump sum) to Delaware Area Career Center by May 31, 2012, and bringing their property taxes current by July 10, 2012. The Garth's Auction Agreement shall be terminated due to Garth not meeting the requirements of the Agreement.

Section 2. The Board directs the Economic Development Department to forward all information required by the State of Ohio to the Director of the Ohio Department of Development as appropriate.

Section 3. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 12-440

IN THE MATTER OF ACCEPTING THE REPORT OF BERLIN/LIBERTY TOWNSHIPS TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE COMMUNITY REINVESTMENT AREA (CRA) PROGRAM FOR PROGRAM YEAR 2011 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

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

WHEREAS, the Delaware County Commissioners, with the consent of Berlin/Liberty Township Trustees, have designated areas of the Townships as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code; and

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WHEREAS, the purpose of the Delaware County CRA in Berlin/Liberty Townships is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Areas; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 14, 2012, and reviewed the status of each active CRA and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the TIRC recommended to continue P & D Builders CRA Agreement subject to modifying their school compensation payment of \$10,000.00 (lump sum) into 5 payments of \$2,000.00 per year to Olentangy Local Schools, the first school compensation payment being due by May 31, 2012; and

WHEREAS, the Berlin/Liberty Townships and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each CRA Agreements and the recommendations of the TIRC, by March 31, 2012, to the Director of the Ohio Department of Development, and said report has been submitted;

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

Section 1. The Board hereby accepts and approves the TIRC's recommendations. The P & D Builders CRA Agreement is continued, subject to modifying their school compensation payment of \$10,000.00 (lump sum) into 5 payments of \$2,000.00 per year to Olentangy Local Schools. The first school compensation payment is due by May 31, 2012.

Section 2. The Board directs the Economic Development Department to forward all information required by the State of Ohio to the Director of the Ohio Department of Development as appropriate.

Section 3. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 12-441

IN THE MATTER OF ACCEPTING THE REPORT OF LIBERTY TOWNSHIP COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE COMMUNITY REINVESTMENT AREA (CRA) PROGRAM/ENTERPRISE ZONE FOR PROGRAM YEAR 2011 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS:

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

WHEREAS, the Delaware County Commissioners, with the consent of Liberty Township Trustees, have designated areas of the Township as a CRA and Enterprise Zone, pursuant to the Ohio Revised Code; and

WHEREAS, the purpose of the Delaware County CRA/ Enterprise Zone in Liberty Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Areas; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 14, 2012, and reviewed the status of each active CRA/Enterprise Zone Projects and Agreements and made certain recommendations concerning action to either continue, modify, or terminate said Agreements and the CRA; and

WHEREAS, the TIRC recommended to continue the CRA Agreements with Citigroup and State Auto and to continue the Enterprise Zone Agreement with Citigroup; and

WHEREAS, the Liberty Township and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each CRA and Enterprise Zone Agreement and the recommendations of the TIRC, by March 31, 2012, to the Director of the Ohio Department of Development, and said report has been submitted;

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

Section 1. The Board hereby accepts and approves the TIRC’s recommendations. The Citigroup and State Auto CRA Agreements are continued, and the Citigroup Enterprise Zone Agreement is continued.

Section 2. The Board directs the Economic Development Department to forward all information required by the State of Ohio to the Director of the Ohio Department of Development as appropriate.

Section 3. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 12-442

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF SHAWNEE HILLS COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE TAX INCREMENT FINANCING (TIF), FOR PROGRAM YEAR 2011 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Shawnee Hills, have designated areas of the Village of Shawnee Hills as a TIF district; and

WHEREAS, the purpose of the Village of Shawnee Hills TIF is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said areas; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 14, 2012, and reviewed the status of the TIF and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the TIRC recommended a finding of compliance for the Village of Shawnee Hills Tax Increment Financing district; and

WHEREAS, the Village of Shawnee Hills and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of the TIF, and the recommendations of the TIRC, by March 31, 2012, to the Director of the Ohio Department of Development, and said report has been submitted;

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

Section 1. The Board hereby accepts and approves the TIRC’s recommendations. The Village of Shawnee Hills TIF is in compliance.

Section 2. The Board directs the Economic Development Department to forward all information required by the State of Ohio to the Director of the Ohio Department of Development as appropriate.

Section 3. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 12-443

IN THE MATTER OF ACCEPTING THE REPORT OF THE ORANGE TOWNSHIP COMMUNITY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM AND OLENTANGY CROSSINGS – EAST TAX INCREMENT FINANCING AREA (TIF) FOR PROGRAM YEAR 2011 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Orange Township Trustees, have designated areas of Orange Township as an Enterprise Zone and TIF areas; and

WHEREAS, the purpose of the Orange Township Enterprise Zone and TIF are to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and

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attracting new business investment within said areas; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 14, 2012, and reviewed the status of each active company and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the TIRC recommended that the ATS-Ohio Agreement has expired and that the Olentangy Crossing East TIF is in compliance; and

WHEREAS, Orange Township and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each Enterprise Zone, and TIF Agreements, and the recommendations of the TIRC, by March 31, 2012, to the Director of the Ohio Department of Development, and said reports have been submitted;

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

Section 1. The Board hereby accepts and approves the TIRC's recommendations. The ATS-Ohio Enterprise Zone Agreement has expired. The Olentangy Crossing East TIF is in compliance.

Section 2. The Board directs the Economic Development Department to forward all information required by the State of Ohio to the Director of the Ohio Department of Development as appropriate.

Section 3. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 12-444

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF SUNBURY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM, TAX INCREMENT FINANCING (TIF), AND COMMUNITY REINVESTMENT AREA (CRA) FOR PROGRAM YEAR 2011 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Sunbury Council, have designated areas of the Village of Sunbury as an Enterprise Zone, TIF, and CRA , and

WHEREAS, the purpose of the Village of Sunbury Enterprise Zone, TIF, and CRA is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said areas; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 14, 2012, and reviewed the status of each active company and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the Village of Sunbury and Delaware County are required under Ohio Revised Code to submit an annual report regarding the status of each Enterprise Zone, TIF, and CRA Agreements, and the recommendations of the TIRC, by March 31, 2012, to the Director of the Ohio Department of Development, and said reports have been submitted;

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

Section 1. The Board hereby accepts the TIRC's recommendations and approves the following:

- Enterprise Zone Agreements
- American Showa-R& D –Continue - subject to school compensation payment be made to Big Walnut Schools by May 31, 2012
- American Showa- Expansion-Continue - subject to school compensation payment be made to Big Walnut Schools by May 31, 2012
- Tax Increment Financing (TIF)
- Sunbury Mill Plaza.- Compliance
- American Showa Expansion-Compliance
- Community Reinvestment Area (CRA)
- None

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Section 2. The Board directs the Economic Development Department to forward all information required by the State of Ohio to the Director of the Ohio Department of Development as appropriate.

Section 3. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 12-445

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the resignation of Catherine Hogan Green from the JFS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Catherine Hogan Green from the JFS Department; effective May 9, 2012.

The Director of Job and Family Services recommends accepting the resignation of Nicole Riddle from the JFS Department; effective May 1, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Nicole Riddle from the JFS Department; effective May 1, 2012.

The Director of Administrative Services recommends accepting the resignation of Lori Detter from the Records Center Department; effective April 16, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Lori Detter from the Records Center Department; effective April 16, 2012.

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

RESOLUTION NO. 12-447

IN THE MATTER OF APPROVING AN AMENDMENT TO THE RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH ORANGE TOWNSHIP FOR THE DELAWARE FIBER LATERAL PROJECT AND ISSUING A NOTICE TO PROCEED TO GUDENKAUF CORPORATION BY REMOVING SEGMENT F FROM SECTION 2 OF THE RESOLUTION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to amend the resolution approving an intergovernmental cooperation agreement with Orange Township For The Delaware Fiber Lateral Project And Issuing A Notice To Proceed To Gudenkauf Corporation by removing Segment F from Section 2 of the resolution.

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

RESOLUTION NO. 12-446

IN THE MATTER OF APPROVING (AS AMENDED BY RESOLUTION 12-447) AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH ORANGE TOWNSHIP FOR THE DELAWARE FIBER LATERAL PROJECT AND ISSUING A NOTICE TO PROCEED TO GUDENKAUF CORPORATION:

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

WHEREAS, on March 22, 2012, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 12-278, approving a contract with Gudenkauf Corporation for construction of the Delaware Fiber Lateral Project; and

WHEREAS, the contract provided an additional forty-five (45) days in which the Board could issue a notice to proceed on segments D, F, G, or H of the Project; and

WHEREAS, the Orange Township Trustees have approved an intergovernmental cooperation agreement providing for their participation in and financial obligations in support of the Delaware Fiber Lateral Project; and

WHEREAS, the Board desires to also proceed with connecting the Board of Developmental Disabilities facility at 7991 Columbus Pike, Lewis Center, Ohio;

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

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follows:

Section 1. The Board hereby approves the following intergovernmental cooperation agreement with Orange Township for the Delaware Fiber Lateral Project:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 7th day of May, 2012 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the Board of Township Trustees of Orange Township, 1680 East Orange Road, Lewis Center, Ohio 43035 (the “Township”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.48, 9.482, and 307.15, *et seq.*, of the Revised Code. The County issued an Invitation to Bid (“ITB”) for the Delaware Fiber Lateral Project (the “Project”), and the ITB is, by this reference, fully incorporated herein. The ITB includes Project segments that provide fiber optic connections to the following Orange Township facilities: Orange Township Fire 361, Orange Township Pool, Orange Township Hall, and Orange Township Fire 362. Section 2.3 of the ITB allows for the participation of other political subdivisions, including Orange Township, whereby the Township may participate in the contract entered into by the County pursuant to the ITB. The County has awarded the contract for the Project, including those segments providing connections to Township facilities, and this Agreement shall establish the terms and conditions for the Township’s participation in the contract, the Township’s use of the common elements of the Project, and the Parties’ respective responsibilities for maintenance of the Project elements.

Section 3 – Division of Responsibilities During the Project

The Township shall pay, as specified below, for segments D, G, and H listed in Section 4.2 of the ITB. The County, via the Delaware County Data Center Administrator, shall administer the Project on behalf of the Township, supervise the work of the contractor, and advise the Township regarding the progress of the Project.

Section 4 – Township’s Right to use Common Elements

The County owns, or will own at the time of Project completion, a fiber optic network that extends from 535 Scherers Court, Worthington, Ohio, to 10 Court Street, Delaware, Ohio, with laterals extending to 7767 Walker Woods Boulevard, Lewis Center, Ohio, and 10333 Olentangy River Road, Powell, Ohio (the “Fiber Main”). The Fiber Main constitutes common elements that both the County and the Township, through connections to its facilities, will utilize. The County hereby grants to the Township the right to connect to and a permanent indefeasible right to use without charge, for its useful life, two (2) pairs of fiber optic strands of the Fiber Main at each of the Orange Township facilities stated above in Section 2, provided the Township’s connection to and use thereof shall at all times be in material compliance with this Agreement. Should the Township fail to be in material compliance, County will notify it of such fact and the Township will have a period of thirty (30) days to undertake cure of such failure. The Township shall comply with any applicable laws, statutes, rules, and regulations related to such connection and use and shall not unreasonably interfere with or cause damage to the Fiber Main. The Township shall remedy and/or resolve any violations of such laws, statutes, rules, and regulations, correct unreasonable interference and repair damage it may cause to the Fiber Main.

Section 5 – Maintenance Responsibilities

After completion of the Project, the County shall be responsible for all costs of maintenance, repair, or replacement of the Fiber Main and segment C listed in Section 4.2 of the ITB (Orange Fire 361), except to the extent the damage is caused by the Township, which costs shall be borne by the Township. The Township shall be responsible for all costs of maintenance, repair, or replacement of the network connections extending from the point of connection at the Fiber Main to the Township facilities for segments D, G, and H listed in Section 4.2 of the ITB, except to the extent the damage is caused by the County, which costs shall be borne by the County. The Township shall provide notice to the County and the Delaware County Data Center Administrator prior to the Township performing any maintenance, repair, or replacement pursuant to this Agreement.

Section 6 – Compensation

The Township agrees to pay to the County the amount of Forty-One Thousand One Hundred Dollars and No Cents (\$41,100.00), which constitutes the full bid price for segments D, G, and H listed in Section 4.2 of the ITB. The County shall be responsible for making payment to the contractor. The County shall submit an invoice to the Township for each progress payment invoice received from the contractor for which payment is approved for work attributable to Township segments of the Project. The Township may request supporting documentation for each invoice. The Township shall reimburse the County for the portion of each invoice from the contractor attributable to Township segments of the Project within thirty (30) days of the Township’s receipt of the invoice.

Section 7 – Records

The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 8 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and

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effect until modified, superseded, or terminated in accordance with this Section. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. The Parties agree to review this Agreement every five (5) years on the anniversary of the effective date hereof.

Section 9 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 10 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

Section 11 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 12 – Insurance and Liability

The Parties are both political subdivisions and lack authority to indemnify. The County shall require the contractor to indemnify and hold harmless both the County and the Township in the final contract for the Project. County shall also require the contractor to name both the County and the Township as “Additional Insured” on the insurance policies required in the final contract for the Project and to provide properly executed endorsements indicating the listing of the County and the Township as “Additional Insured” on those policies.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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 in full force and effect.

Section 2. The Board hereby approves issuing a Notice to Proceed on segments D, G, and H of the Delaware Fiber Lateral Project to Gudenkauf Corporation.

Section 3. This Resolution shall take effect immediately upon adoption.

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

RESOLUTION NO. 12-448

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IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO AND BROWN RODMAN PARTNERSHIP:

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

AGREEMENT

This Agreement is entered into by and between the Board of County Commissioners of Delaware County, Ohio, (hereinafter "Board") and Brown Rodman Partnership, an Ohio general partnership, d/b/a Ben Bro Enterprises, (hereinafter "Brown Rodman").

WHEREAS, the Board and Brown Rodman were the parties in a certain lease agreement where the Board was the Lessee and Brown Rodman was the Lessor for premises located at 86-88 North Sandusky Street and 11 East Central Avenue, Delaware, Ohio, (hereinafter the "premises") and the lease terminated earlier than the end of its term (December 31, 2010) as a result of fire damage to the premises caused by a fire at 92 N. Sandusky Street, Delaware, Ohio; and

WHEREAS, at the time that the Board vacated the premises, the Board's employees, having unintentionally misconstrued the provisions of the lease agreement, removed the locks that had previously been installed on all of the doors throughout the premises, and installed in place of the removed locks new, residential-grade locks that were and are inappropriate for a commercial setting; and

WHEREAS, the parties agree that the locks should not have been removed, and the Board and Brown Rodman are desirous of correcting the mistake and settling all issues and claims related to the removal of the locks;

THEREFORE, Brown Rodman and the Board agree as follows.

I. Agreed Upon Provisions:

1. There were a total of eighty-eight (88) locks ("lock" or "lock assemblies") of varying types located in the premises during the time that the Board was the tenant in addition to the two (2) basement/elevator locks already replaced by Brown Rodman at a cost of \$512.29. The types and quantities are shown in the following table:

Type of Lock Assembly	Quantity
Passage	7
Privacy	6
Passcode	4
Entrance	37
Classroom	15
Storeroom	19
Total Locks Removed	88

2. Terry Thompson, a locksmith and proprietor of Thompson's Bike & Key, (hereinafter "Mr. Thompson") and James M. Brown, a partner and representative of Brown Rodman, met with a county official on Monday, April 30, 2012 and again on Tuesday, May 1, 2012, and Thursday, May 3, 2012, to inspect the available lock assemblies and additional similar lock assemblies which the Board has in inventory. As to the lock assemblies Mr. Thompson inspected, he determined that certain parts were missing or damaged.

3. Mr. Thompson has prepared two estimates attached hereto, for reference only, as Exhibits A and B, respectively. The Board shall return or otherwise supply all of the lock assemblies specified in paragraph 1 above, as well as the new replacement parts specified in Exhibit A ("minimum replacement parts"). The Board shall provide the locks or lock assemblies and new replacement parts from the Board's stock, but, if Brown Rodman or its representative reasonably determines, and the Board or its representative agree, which agreement shall not be unreasonably withheld, that the locks or lock assemblies and new replacement parts from the Board's stock are unacceptable because they: (1) as to the locks or lock assemblies only, are not in good or better condition mechanically or in appearance unless they can be repaired with new parts which are to be ordered (including, but not limited to, the minimum replacement parts) or (2) as to locks, lock assemblies or new replacement parts, they are not of the correct brand, type, function or style, the Board shall supply such additional new locks or lock assemblies or new replacement parts as described in Exhibits A and B to satisfy the total number of locks by type described in paragraph 1. If the Board fails to supply the numbers and types of lock assemblies specified in paragraph 1 together with the minimum replacement parts by noon local time on Wednesday, May 9, 2012, the Board shall pay to Brown Rodman the amount of \$207.65 for each calendar day thereafter that the lock assemblies are not supplied, such amount constituting lost rent payments due to the corresponding delay in making the premises ready for occupancy by Brown Rodman's new tenant.

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4. The Board shall pay to Brown Rodman a total sum of \$5,000.00 to reimburse Brown Rodman for the following: (1) Mr. Thompson's labor and consulting fees as shown on both estimates; and (2) any applicable sales tax. The Board shall make this payment no later than one (1) week following the date of this Agreement. The parties contemplate that this Agreement will be accepted and signed no later than Monday, May 7, 2012, at 11:00 a.m. local time. A signed original shall immediately be provided to the other party's counsel.

5. Mr. Thompson will repair as needed and reinstall the suitable locks in the premises. Mr. Thompson will also prepare the doors for lock installation including but not limited to drilling out wood filler and repairing damage to the doors. Mr. Thompson will also repair any of the suitable locks that need to be repaired. Mr. Thompson will also re-key any of the keyed locks or lock assemblies that Mr. Thompson determines are keyed to the Board's master key system and require re-keying.

6. The Board shall also, no later than one (1) week following the date of this Agreement, pay directly to Brown Rodman the sum of \$5,000.00 to reimburse Brown Rodman for its expenses regarding this matter, which includes \$512.29 for the two (2) locks earlier supplied by Thompson Bike & Key as noted in the invoice appended to attached Exhibits A and B and \$4,487.71 for a portion of its other claims for damages including, but not limited to, damages to many of the doors at the premises resulting from the removal of the door locks, out of pocket business expenses incurred by its partners in dealing with issues related to the restoration of its premises, and any lost rent resulting from the damages to the premises. The actual additional damages incurred by Brown Rodman are substantially in excess of \$5,000.00 and by entering into this Agreement Brown Rodman releases and waives any additional damages claims it may have against the Board and the Board's agents, representatives and employees.

7. Mr. Thompson on behalf of Brown Rodman shall return to the Board's representative all of the residential-grade locks he removes or has removed from the premises by the later of one (1) week following the date of this Agreement or the date on which the last of locks described in paragraph 1 is supplied to Brown Rodman.

II. Miscellaneous Provisions:

1. This Agreement shall not be binding upon any party until it has been fully executed by all of the parties. Either party may withdraw its approval if the other party delays in approving and executing this Agreement. This Agreement may be executed in counterparts. All executed duplicate originals constitute one Agreement, binding on all parties, even though all parties may not have executed the original or same duplicate. This Agreement shall take effect on the date when counterparts have been fully executed by all parties ("effective date").

2. The parties agree to fully cooperate in taking all actions reasonably necessary to fully effectuate the terms and conditions of this Agreement.

3. Except as otherwise expressly provided herein, this Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, promises, representations and/or understandings between the parties or any of the parties regarding the subject matter hereof. The parties acknowledge that there are no other written or oral agreements, promises, representations, warranties and/or understandings between the parties with respect to the subject matter hereof, except as otherwise expressly provided in this Agreement. The executory provisions of this Agreement shall not be deemed to have merged into its execution and shall specifically survive the execution of this Agreement. Any separate documents, agreements or exhibits referred to in this Agreement and attached to this Agreement are incorporated by reference as fully and completely as if set out in the body of this Agreement. Each party further acknowledges that, in executing this Agreement, he, she or it did not rely and have not relied upon any representation or statement by any other party or any other party's agents, attorneys, or representatives with respect to the subject matter, basis, or effect of this Agreement, other than those specifically stated in this Agreement. Each of the parties acknowledges that he, she, or it has read and understands the full and complete breadth of this Agreement, that he, she, or it has been represented by independent counsel and that he, she, or it has received a copy of this Agreement including all separate documents, agreements and exhibits referred to in this Agreement. Each party further acknowledges that he, she or it understands the rights he, she or it is releasing and waiving by executing such Agreement and understands that he, she or it has knowingly and voluntarily executed this Agreement without duress. All of the terms and provisions of the Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective successors and assigns of the parties hereto. This agreement shall be binding upon the parties and their respective successors and assigns. Time shall be of the essence in construing the provisions of this Agreement. This Agreement shall be interpreted, enforced, and governed by and under the laws of the State of Ohio and any action to enforce this Agreement shall be brought in the Court of Common Pleas of Delaware County, Ohio.

4. The language of this Agreement shall be construed as a whole according to its fair meaning. The parties agree this Agreement is drafted by counsel for all of the parties and that no party shall be deemed to be the drafter of this Agreement in any subsequent dispute about the meaning or interpretation of this Agreement and, in the event of ambiguity, shall not be strictly construed against one party of the other.

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5. Should any provision of this Agreement be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be construed as an admission of liability on the part of any party.

6. All parties expressly recognize and agree that this Agreement is a compromise of disputed claims, and that the acceptance of the terms and conditions stated in this Agreement is not to be construed as an admission of liability on the part of any party.

7. When all of the actions and payments contemplated by and described in Section I of this Agreement, all claims between the parties shall for all purposes be deemed to have been fully settled and released.

Exhibit A

Thompson's Bike & Key
82 N. Sandusky St.
Delaware, Ohio 43015
740-363-1763

May 1, 2012

ESTIMATE

Job Location: 86-88 North Sandusky Street and 11 East Central Avenue, Delaware, Ohio

Job: Install Locks Supplied by Board (assumes 88 locks of proper types – some of which require the replacement parts list below as necessary, restore finish, fit assuming the parts are currently available and locks received are in the same condition as when inspected)

Parts:	Item	Quantity, Price	Total
	16 Levers: inside and outside (replacing because of poor/damaged finish)	16 @ \$95.60 each	\$1,529.60
	36 Roses (replacing because of damage)	36 @ 73.20 each	\$2,635.20
	Screws and Small Parts		\$35.00
	Parts Totals (if all are available):		\$4,199.80
Labor:	Research and Consulting to Date		\$360.00
	Install Locks, Drill out Wood Filler, Prepare Locks for installation, Prepare Doors for Lock installation, Repair Locks		\$3,780.00
	Labor Total:		\$4,140.00
	TOTAL PARTS AND LABOR*		\$8,339.80
	*Excludes applicable sales tax		
	Work Previously Billed to Brown Rodman Partnership for locks installed in Basement (copy of invoice attached)		\$512.29

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803558

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE			
NAME <i>Prodanian-Stepper</i>							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD	PAID OUT
QUANTITY	DESCRIPTION	PRICE		AMOUNT			
1	<i>LOCKS</i>						
2	<i>LOCKS</i>						
3	<i>LOCKS</i>						
4	<i>LOCKS</i>						
5	<i>LOCKS</i>						
6	<i>LOCKS</i>						
7	<i>LOCKS</i>						
8	<i>LOCKS</i>						
9	<i>LOCKS</i>						
10	<i>LOCKS</i>						
11	<i>LOCKS</i>						
12	<i>LOCKS</i>						
13	<i>LOCKS</i>						
14	<i>LOCKS</i>						
15	<i>LOCKS</i>						
16	<i>LOCKS</i>						
17	<i>LOCKS</i>						
18	<i>LOCKS</i>						
19	<i>LOCKS</i>						
20	<i>LOCKS</i>						
RECEIVED BY							
5805							
KEEP THIS SLIP FOR REFERENCE							

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Exhibit B

**Thompson's Bike & Key
 82 N. Sandusky St.
 Delaware, Ohio 43015
 740-363-1763**

May 1, 2012

ESTIMATE

Job Location: 86-88 North Sandusky Street and 11 East Central Avenue, Delaware, Ohio

Job: Replace Locks as needed and Labor plus Parts. Install to Working Order

Parts: 84 Locks Schlage ND 613 LIST - 4 Simplex Push Button Locks (Part #SILR1041B613), assumes all new locks supplied

	<u>Type</u>	<u>Quantity, Price</u>	<u>Total</u>
All New:	Passage	7 @ \$337.00 each	\$2,359.00
	Privacy	6 @ \$386.00 each	\$2,316.00
	Passcode	4 @ \$634.00 each	\$2,536.00
	Entrance	37 @ \$452.00 each	\$16,724.00
	Classroom	15 @ \$452.00 each	\$6,780.00
	Storeroom	19 @ \$452.00 each	\$8,588.00
Parts Totals:		88	\$39,303.00

Labor:	Research and Consulting to Date	\$360.00
	Install Locks, Drill out Wood Filler, Prepare Locks for installation, Prepare Doors for Lock installation, Repair Locks	<u>\$3,780.00</u>

Labor Total: \$4,140.00

TOTAL PARTS AND LABOR* \$43,443.00
 *Excludes applicable sales tax

Work Previously Billed to Brown Rodman Partnership for Locks installed in Basement \$512.29

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803558

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE			
NAME <i>Radwan-Hepper</i>							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD	PAID OUT
QUANTITY	DESCRIPTION	PRICE	AMOUNT				
1	<i>LOCKS GRADE 2</i>	<i>1.00</i>	<i>3.70</i>				
2	<i>LEVER'S</i>						
3	<i>ELEVATOR SECURITY DEGS</i>						
4	<i>AT 46 N. HANCOCK ST</i>						
5	<i>101 DELAWARE COUNTY JUDICIAL</i>						
6							
7							
8	<i>LABOR</i>		<i>85.00</i>				
9	<i>TRUCKING</i>		<i>55.00</i>				
10	<i>PHONE CALL</i>		<i>47.70</i>				
11							
12							
13							
14							
15							
16			<i>512.29</i>				
17							
18							
19							
20							

RECEIVED BY _____

5805 **KEEP THIS SLIP FOR REFERENCE**

Further Be It Resolved, that the Board of Commissioners approve a Purchase Order to Ben Bro Enterprises (10011101-5370; R1203985)

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No Additional Comments

Commissioner Thompson
-Weekend Golf Event

Commissioner Stapleton
-No Additional Comments

RESOLUTION NO. 12-449

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 11:05AM.

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

RESOLUTION NO. 12-450

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 11:33AM.

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

There being no further business, the meeting adjourned.

SIGNATURES TO FOLLOW NEXT PAGE

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Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners