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

Present: Ken O'Brien, President Dennis Stapleton, Vice President Gary Merrell, Commissioner

- 9:00 AM Special Session for Joint Board Of The Delaware County And Union County Boards Of Commissioners; Drainage Petition Filed By The City Of Columbus Department Of Public Utilities
- 1:30 PM Viewing For The Hardin #267 Watershed Area Drainage Improvement; (near 5321 Liberty Rd. Powell, OH)

6:00 PM Final Hearing For The Hardin #267 Watershed Area Drainage Improvement

RESOLUTION NO. 13-267

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 14, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 14, 2013; 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. Merrell	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye
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PUBLIC COMMENT

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ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-268

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0315:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0315 and Purchase Orders as listed below:

PR				Line
Number	Vendor Name	Line Description	Line Account	Amount
JOBS AND	FAMILY SERVICES – SERVIC	CES AND CHARGES		
R1302804	NORTHOODS CONSULTING PARTNERS INC BOARD OF	NON-COLLABOR8 PHASE 3 MIGRATION PROJECT	22411605-5320	49,740.00
R1303187	DEVELOPMENTAL DISABILITIES	CLUSTER AGREEMENT	22511607-5342	7,500.00
FACILITIE	S MANAGEMENT – CAPITAL	EQUIPMENT		
R1303222	SUPERIOR PETROLEUM EQUIPMENT LLC	(2) DISPENSERS FOR SERVICE CENTER	41711436-5450	15,000.00
SANITARY	ENGINEER – MATERIAL AN	D SUPPLIES		
R1303183	M TECH COMPANY	TEST GAS 4 WAY MIX	66211901-5201	284.00
R1303183	M TECH COMPANY	PORTABLE METERS – COLLECTION	66211901-5250	3,903.00
R1303183	M TECH COMPANY	CALIBRATION STATION – COLLECTION	66211901-5260	1,613.00
SANITARY	ENGINEER – SERVICES AND	CHARGES		
R1303142	FLOWLINE LLC	WORK TO REPAIR NON-POT LEAK	66211904-5328	10,000.00

AROUND BLOWER BUILDING

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

RESOLUTION NO. 13-269

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Joyce Bowens attend a Columbus District Meeting in Lancaster, Ohio March 20, 2013; at the cost of \$15.00 (fund number 23711630).

The Child Support Enforcement Agency is requesting that Aaron Howard and Erynn Ringle and Sharon Cole attend an Interstate Initiating Training in Columbus, Ohio June 14, 2013; at no cost.

The Child Support Enforcement Agency is requesting that Aaron Howard and Erynn Ringle and Sharon Cole attend an Interstate Procedure Training in Columbus, Ohio June 12, 2013; at no cost.

The Child Support Enforcement Agency is requesting that Aaron Howard and Erynn Ringle and Sharon Cole attend an Interstate Responding Training in Columbus, Ohio June 26, 2013; at no cost.

The Engineer's Office is requesting that Phil Viers, Jim Druma, JR Yates, Randy Wilgus and Mike Foreman attend a 2013 Bridge Workers and Supervisor Conference in Mt Sterling, Ohio April 9-10, 2013; at the cost of \$1,310.00 (Fund Number 29214001).

The Veterans Services Commission is requesting that Don DeShazo attend a National Association of County Veterans Services Office Annual Training Conference in Reno, Nevada June 2-8, 2013; at the cost of \$1,972.00 (fund number 10062601).

The Administrative Services Department is requesting that Alison Miller and Christine Shaw attend an Ohio County Archivists and Records Managers Association Spring Meeting in Columbus, Ohio April 12, 2013; at the cost of \$48.00 (fund number 10011103).

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

RESOLUTION NO. 13-270

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON LEWIS CENTER ROAD (CR #106) FROM ROME CORNERS ROAD (CR #039) TO STATE ROUTE 3:

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

WHEREAS, a request has been made by the Delaware County Engineer, Delaware, Ohio that the statutory vehicular speed established by Section 4511.21, Revised Code of Ohio, is greater than that considered to be safe and reasonable on Lewis Center Road (CR #106) from Rome Corners Road (CR #039) to State Route 3 in Delaware County, Ohio; and,

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

WHEREAS, it is the belief of the Delaware County Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder width, road width, accidents, and development), the allegation that the statutory speed limit of 55 is unrealistic upon the section of road; and,

WHEREAS, the Delaware County Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of Section 4511.21, Revised Code of Ohio, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on Lewis Center Road (CR #106) from Rome Corners Road (CR #039) to State Route 3 in Delaware County, Ohio;

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

Vote on Motion Mr. M	errell Aye	Mr. O'Brien	Aye	Mr. Stapleton	Aye
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RESOLUTION NO. 13-271

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT BETWEEN THE

DELAWARE COUNTY BOARD OF COMMISSIONERS AND LINDSAY PRECAST, INC. FOR THE PROJECT KNOWN AS DELAWARE COUNTY BOX CULVERT SUPPLY CONTRACT NO. 2013-1:

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

Delaware County Box Culvert Supply Contract No. 2013-1:

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Lindsay Preecast, Inc., the low bidder for the project per the Bid Tabulation.

CONTRACT

THIS AGREEMENT is made this 18th day of March, 2013 by and between **Lindsay Precast, Inc., 6845 Erie Avenue, Canal Fulton, Ohio 44614**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"Precast Box Culvert Supply Contract No. 2013-1**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Hundred Three Thousand Eight Hundred Ninety-Two Dollars (\$103,892.00)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

RESOLUTION NO. 13-272

IN THE MATTER OF APPROVING A CORRECTION TO RESOLUTION NO. 13-222 FOR THE TITLE IV-D CONTRACT BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE SHERIFF'S OFFICE:

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following correction to the Title IV-D contract for the Sheriff's Office;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following correction to the Title IV-D contract for the Sheriff's Office.

Sheriff's Office

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$58.68 per Unit of Service as determined by:

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

Non-Federal Sha FFP Reimbursem		Amount \$41,500.8 \$80,560.5			Source Local S	
Total IV-D Contr	ract Cost	\$122,061	.41			
Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Aye

Retirement Tribute, Rose Lori Powers, Department of Job and Family Services

RESOLUTION NO. 13-273

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ADRIEL SCHOOL, INC:

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

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract amendment with Adriel School, Inc.:

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

This is an Amendment for the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Adriel School, Inc., entered into on the first day of July, 2012.

I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$115,000.00 to \$140,000.00.

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

RESOLUTION NO. 13-274

IN THE MATTER OF APPROVING A NORTHWOODS CONSULTING PARTNERS, INC. AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE COLLABOR8:

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

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

Therefore, be it resolved, that the Delaware County Board Of Commissioners approve the Northwoods Consulting Partners, Inc. Agreement For Professional Services Between For The Collabor8.

NORTHWOODS CONSULTING PARTNERS, INC. AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (hereinafter referred to as "Agreement") is made and entered into this 18TH day of March 2013, by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5815 Wall Street, Dublin, Ohio 43017, USA, (hereinafter referred to as "Northwoods"), and Delaware County Department of Job & Family Services, with its principal offices at 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015 (hereinafter referred to as "County"). Collectively, Northwoods and the County maybe referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties desire to enter into this business relationship according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Services

Northwoods shall provide County with advice and consultation services ("Services") in the form and manner specified in the Statement of Work ("SOW"), attached hereto as Exhibit A and made a part hereof. The SOW shall incorporate the terms and provisions of this Agreement. In the event the SOW provides additional and/or conflicting terms to this Agreement, the terms of this Agreement shall prevail.

2. Payment.

All Services will be billed on a time and materials basis at a rate of Two Hundred Five and 00/100 Dollars per hour (\$205/hr). Northwoods estimates the Services outlined in the SOW will require Two Hundred Twenty-Eight (228) professional services hours to complete. Northwoods will bill for actual hours worked, but will stop all work once Two Hundred Twenty-Eight (228) hours has been reached. At that point, work will proceed only upon written authorization of the County in the form of a contract amendment or purchase order. By the fifteenth (15th) Business Day of each month, Northwoods shall submit an invoice to County for the amount that must be paid for the previous month's services. "Business Day" means any day of the year except a Saturday, Sunday, or day on which banks are authorized or required to close in Columbus, Ohio. Payment will be due within thirty (30) days after County receives the invoice.

3. Term & Termination

Either Party may terminate this Agreement or any SOW, in whole or in part, for its convenience upon ten (10) days prior written notice. Northwoods shall be entitled to payment for the Services completed and expenses incurred as of the date of termination or cancellation. So long as County has paid for such Work, County shall be entitled to receive all Work in progress or completed as of the date of termination or cancellation. Either Party may cancel this Agreement immediately, in whole or in part, for default, material breach, insolvency, bankruptcy, inability to pay debts, or similar financial circumstances by the other. If the default or breach is reasonably capable of cure, the non-defaulting Party shall give the other Party written notice and a reasonable opportunity to cure.

4. Suspension

County has the right, at its sole option, to issue to Northwoods a Notice of Suspension of Work. In the event of a suspension of project work, Northwoods shall be paid for those services provided up to the time of suspension. Any Notice of Suspension, whether with or without cause, will be effective immediately on Northwoods' receipt of the written Notice.

5. Warranty

Each Party warrants that: (i) it has the right and power to enter into this Agreement, (ii) an authorized representative has executed this Agreement, and (iii) it will comply with any applicable laws and regulations pertaining to this Agreement and the provision of Services. Northwoods warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. NORTHWOODS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER NORTH WOODS EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

6. Limitation of Liability

NORTHWOODS' MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID OR PAYABLE BY COUNTY FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

7. Ownership and Use of Information and Materials

a. Rights to Development. Any expression of Northwoods' findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, software, and other technical information (individually referred to as a "Work" or collectively, the "Works" or "Work Product") provided to County by Northwoods in the course of performing consultation Services hereunder are the property of Northwoods and are licensed to County, without further license fees; provided, however, to the extent such Work Product provided to County by Northwoods contains County's Confidential Information, County shall retain title to such Confidential Information.

b. License to Northwoods Materials. "Licensed Northwoods Materials" shall mean Northwoods Materials

which are incorporated in any of the Works. Upon payment of all fees associated with a Work or Works, Northwoods hereby grants County a nonexclusive, irrevocable, world-wide, perpetual, fully paid up and royaltyfree license to use, copy, modify, maintain, support, and create derivative works of the Licensed Northwoods Materials solely in conjunction with such Works for County's internal business purposes. In no event will this license extend to any products on Northwoods' commercial pricelist.

c. Survival. The terms of this Section 7 shall survive termination of this Agreement.

8. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.

10. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.

11. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.

13. If by reason of force majeure either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term force majeure" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.

14. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

15. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter contained herein. Neither party has relied upon any such prior or contemporaneous communications.

16. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

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

RESOLUTION NO. 13-275

IN THE MATTER OF APPROVING THE SUPPLEMENTAL APPROPRIATION IN THE FY11 CITIZEN CORPS PROGRAM GRANT (CCP) AND RENAMING OF ORG KEY 21581308:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management was recently awarded a competitive grant for the purpose of promoting citizen preparedness; and

WHEREAS, the grant has no local match;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the supplemental appropriations and renaming of the Org Key:

Org Key 21581308 FY11 CCP

4509 – Federal Grants A - \$14,700 5001- Compensation - \$12,623.44 5120 – OPERS - \$1,767.28 5131 – Medicare - \$183.04

5102 – Worker's Comp - \$126.24

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

RESOLUTION NO. 13-276

IN THE MATTER OF APPROVING A ONE YEAR EXTENSION OF THE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY AND SIEMENS INDUSTRY, INC.:

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

WHEREAS, Siemens Industry, Inc. entered into a service agreement with the Delaware County Board of Commissioners on February 11, 2010 per Resolution 10-207 to provide for Supply of Calcium Nitrate; and

WHEREAS, the Agreement period was for 24 months from the date of contract execution; and

WHEREAS, the terms of the Agreement allow for the contract to be extended for two one year periods; and

WHEREAS, Siemens Industry, Inc. has provided excellent service to the County during this contract; and

WHEREAS, the County wishes to approve the second one year contract extension using the terms as set forth in the Agreement; and

WHEREAS, Siemens Industry, Inc. also wishes to extend the contract using the terms as set forth in the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the second one year contract extension of the Agreement with Siemens Industry, Inc. to provide for Supply of Calcium Nitrate.

EXTENSION NO. 2 TO THE SERVICE AGREEMENT FOR SUPPLY OF VARIOUS CHEMICALS AND POLYMERS CALCIUM NITRATE

This **Extension No. 2** to the Service Agreement originally entered into on February 11, 2010, is hereby made and entered into on this 14th day of March 2013, by and between the **Board of County Commissioners of Delaware County, Ohio** (the "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and **Siemens Industry, Inc.** (the "Contractor"), whose address is 2650 Tallevast Road, Sarasota, Florida 34243, (hereinafter collectively referred to as the "Parties").

ARTICLE I – EXTENSION

The Parties hereto agree, pursuant to Article Four of the Service Agreement and the Specifications for the Service Agreement ("Contract Period"), to extend the Service Agreement for a period of twelve (12) months from February 11, 2013 through February 10, 2014.

ARTICLE II – PRICING

The Parties hereto agree that the products and unit prices for the period of Extension No. 2 shall be as follows:

BIOXIDE® \$2.02/gallon delivered

ARTICLE III – REMAINING TERMS AND CONDITIONS

The Parties hereto agree that all other terms and conditions of the Service Agreement not specifically modified herein shall remain unmodified and in full force and effect.

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

RESOLUTION NO. 13-277

IN THE MATTER OF APPROVING A ONE YEAR EXTENSION OF THE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY AND POLYDYNE, INC.:

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

WHEREAS, Polydyne, Inc. entered into a service agreement with the Delaware County Board of Commissioners on February 22, 2010 per Resolution 10-230 to provide for Supply of Polymer Emulsion; and

WHEREAS, the Agreement period was for 24 months from the date of contract execution; and

WHEREAS, the terms of the Agreement allow for the contract to be extended for two one year periods; and

WHEREAS, Polydyne, Inc. has provided excellent service to the County during this contract; and 22

WHEREAS, the County wishes to approve the second one year contract extension using the terms as set forth in the Agreement; and

WHEREAS, Polydyne, Inc. also wishes to extend the contract using the terms as set forth in the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the first one year contract extension of the Agreement with Polydyne, Inc. to provide for Supply of Polymer Emulsion.

EXTENSION NO. 2 TO THE SERVICE AGREEMENT FOR SUPPLY OF VARIOUS CHEMICALS AND POLYMERS POLYMER EMULSION

This **Extension No. 2** to the Service Agreement originally entered into on February 22, 2010, is hereby made and entered into on this 14th day of March, 2013, by and between the **Board of County Commissioners of Delaware County, Ohio** (the "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and **Polydyne, Inc.** (the "Contractor"), whose address is 1 Chemical Plant Road, Riceboro Georgia 31323, (hereinafter collectively referred to as the "Parties").

ARTICLE I – EXTENSION

The Parties hereto agree, pursuant to Article Four of the Service Agreement and the Specifications for the Service Agreement ("Contract Times"), to extend the Service Agreement for a period of twelve (12) months from February 22, 2013 through February 21, 2014.

ARTICLE II – PRICING

The Parties hereto agree that the products, unit prices and packaging for the period of Extension No. 2 shall be as follows:

CLARIFLOC®CE-1092 \$1.08/lb delivered 2300 lb Totes CLARIFLOC®CE-1436 \$1.08/lb delivered 2300 lb Totes

ARTICLE III – REMAINING TERMS AND CONDITIONS

The Parties hereto agree that all other terms and conditions of the Service Agreement not specifically modified herein shall remain unmodified and in full force and effect.

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

RESOLUTION NO. 13-278

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS ALUM CREEK WATER RECLAMATION FACILITY ROOF REPLACEMENT CONTRACT NO. DCES 13-01:

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

Whereas, the Delaware County Board of Commissioners entered into an Agreement with Mays Consulting and Evaluation Services on July 23, 2012 per Resolution 12-729 to complete design services for the Alum Creek Water Reclamation Facility Roof Replacement Project; and

Whereas, the plans, specifications and estimates are completed; and

Whereas, the construction cost of the Improvement is estimated to be \$2,420,000.00.

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

Section 1: The plans, specifications and estimates for the project known as Alum Creek Water Reclamation Facility Roof Replacement Project are hereby approved, and;

Section 2: The Sanitary 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

DELAWARE COUNTY REGIONAL SEWER DISTRICT Alum Creek Water Reclamation Facility Roof Replacement CONTRACT NO. DCES 13-01

Sealed Bids for the Alum Creek Water Reclamation Facility Roof Replacement will be received by the County of Delaware, Ohio at the Office of the Delaware County Regional Sewer District, 50 Channing Street (South Wing), Delaware, Ohio until <u>2:00 PM</u> local time on <u>Wednesday, April 24th, 2013</u>, and then at said Office publicly opened and read aloud.

<u>THE CONTRACT DOCUMENTS</u> may be examined at the following location: Delaware County Regional Sewer District 50 Channing Street (South Wing) Delaware, Ohio 43015

A CD may be obtained free of charge containing specifications, bid forms and contract documents in PDF format on or after March 27th, 2013 at 12:00 P.M at the Delaware County Regional Sewer District office, 50 Channing Street (South Wing), Delaware, Ohio 43015.

Bids shall be submitted in a sealed envelope marked **"Sealed Bid for Alum Creek WRF Roof Replacement".** Each Bid must be accompanied by a Bid Guaranty in the form of a Bid bond or certified check (made payable to the Delaware County Board of Commissioners) in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Engineers estimate for the project: \$2,420,000.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems most favorable to the County after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

Prospective Bidders may call or send questions to the attention of Andy Raile, Project Administrator, Tel:(740) 363-9511, Fax:(740) 363-3050, P.O. Box 1020, Delaware, Ohio 43015.

A <u>MANDATORY</u> pre-Bid conference will be held on <u>Wednesday, April 10th, 2013</u> at <u>10:00 A.M.</u> at the Delaware County Regional Sewer District Office, 50 Channing Street (South Wing), 2nd floor Conference Room, Delaware, Ohio 43015.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

The Bid will be advertised on March 27th, 2013 and April 3rd, 2013, in the Delaware Gazette and Columbus Dispatch, and posted continuously on the Delaware County website (www.co.delaware.oh.us/)

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

RESOLUTION NO. 13-279

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY PORT AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Port Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, Director Beth Lear has resigned her position for the term that commenced on January 1, 2011 and will expire on December 31, 2014; and

WHEREAS, Frank Reinhard has applied for appointment to fill the unexpired term;

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

Section 1. The Board of Commissioners hereby approves the appointment of Frank Reinhard as a member to the Delaware County Port Authority Board of Directors for the unexpired term ending on December 31, 2014.

Section 2. The appointment approved herein shall be effective immediately upon adoption.

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

RESOLUTION NO. 13-280

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the retirement resignation of Rose Lori Powers from the Department of Job and Family Services; effective March 29, 2013;

Therefore Be It Resolved, that the Board of Commissioners accept the retirement resignation of Rose Lori Powers from the Department of Job and Family Services; effective March 29, 2013.

The Acting Director of 911 Communications recommends accepting the resignation of Leann Collick as a Tele Communicator for 911 Communications; effective March 22, 2013;

Therefore Be It Resolved, the Board Of Commissioners accept the resignation of Leann Collick as a Tele Communicator for 911 Communications; effective March 22, 2013.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-County Auditor; Sales Taxes Numbers Down -Attended A Strand Theater Meeting On Friday; upcoming event on April 12

Commissioner Stapleton

-CCAO Meeting; Larry Long Executive Director will be retiring

-CCAO Executive Meeting committee will work on agreement with Larry to assist with special projects

-CCAO Connect (posting and sharing of "questions and answers")

-Concerns On Sales Tax Reductions In Governor's Proposed Budget ; Delaware County Needs To Make Position Known; Letter Or Testifying

-Board Of Elections Directive On Number Of Voting Machines- Delaware County 24 More

Commissioner O'Brien

-DKMM Executive Committee; 2 Possible Full Board Interviews For Deputy Director -Concerns On Sales Tax Reductions

RESOLUTION NO. 13-281

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

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 10:08AM.

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

RESOLUTION NO. 13-282

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn out of Executive Session at 10:15AM.

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

Administrator Hansley

-Board Event, April 24th, Possible Date

-Fair Board Issues: Old Roof Invoice And Possible Fair Board Presentation To The Board On Junior Fair Building

Recess Until 1:30PM

1:30 PM Viewing For The Hardin #267 Watershed Area Drainage Improvement; (near 5321 Liberty Rd. Powell, OH)

IN THE FIELD: 1:30 PM VIEWING FOR CONSIDERATION OF THE HARDIN #267 WATERSHED AREA DRAINAGE PETITION On Monday the March 18, 2013, at 1:30PM near the following "5321 Liberty Rd. Powell OH 43065" The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Ken O'Brien, President; Dennis Stapleton, Vice President and Gary Merrell, Commissioner

On January 28, 2010, a drainage petition for the Hardin #267 watershed was filed with the Board of County Commissioners to: 1. Commencing in Delaware County, Liberty Township within the Hardin #267 watershed and generally following, but not limited to the course and termini of the existing improvement. 2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

The Commissioners:

-Looked At And Followed The Proposed Replacement Tile Areas

-Walked Property Following Water; -Viewed Sump Pump

-Viewed Outlets On Hardin Road;

-4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

SIGN-IN SHEET FOR MARCH 18, 2013

1:30 PM Viewing For The Hardin #267 Watershed Area Drainage Improvement; (near 5321 Liberty Rd. Powell, OH)

0 NAME	ADDRESS
1 denfly Waltonen	Board Clerk
2 Sen morgan	Connissioners
3 Das Menul	Commissionel
4 CostingEglertn	5321 Liverty Rd
5. Callo, Phr.	5325 L. Rd.
6 Lynn Brodbeck	5361 Liberty
7 Charles Brockbeck	· (6 /
8 Robert ME Chance	2186 HAndin Low
9 LARRY Miller	2238 Hardin Line
10 Sex Baud - Brohoud	3542 clark shere ted.
11 BRAD ROSS	DEL SWCD
12 Mul Lanon	Suco
13 Jan Sta 14/2 2	SUCD
14/2 2	Libat, Jup
15 Sue Snyder	@200 Hardin Ln.
16 Marinda Frohard	2105 Hardin Lane
17 Korn Lopo	5329 Liberhi Rd
18 JOHN HINTON	2160 HARDIN LN.
19 DENN'S STAPLETON	
20 Chis Makt	5311 Liberty

Recess Until 6:00PM

6:00 PM Final Hearing For The Hardin #267 Watershed Area Drainage Improvement

RESOLUTION NO. 13-283

6:00PM FINAL HEARING FOR THE HARDIN #267 WATERSHED AREA DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to open the Hearing at 6:00PM.

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

RESOLUTION NO. 13-284

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing

Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

FINAL REPORT OF DELAWARE COUNTY ENGINEER ON HARDIN #267

RECESS / RECONVENE

TESTIMONY FROM LANDOWNERS

RESOLUTION NO. 13-285

IN THE MATTER OF COMMISSIONERS ACCEPTING EXHIBIT #1 AS EVIDENCE AGAINST THE GRANTING OF THE PETITION FOR THE HARDIN #267 WATERSHED AREA DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to accept the following:

Whereas, on January 28, 2010, a Drainage Improvement Petition For The Hardin #267 Watershed Area was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, on July 6, 2010, the Board of Commissioners of Delaware County held a public hearing and with Resolution No. 10-890 determined the action necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the improvement/maintenance of The Hardin #267 Watershed Area Drainage Improvement Petition Project, and

Whereas, the Board on March 18, 2013, held a final public hearing for The Hardin #267 Watershed Area Drainage Improvement Petition Project to consider finding affirming order and confirming the assessments; and

Whereas, before the close of the hearing a landowner submitted Exhibit #1 as evidence against the granting of the petition,

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio accepts for review and consideration Exhibit #1 as evidence against the granting of the petition.

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

RESOLUTION NO. 13-286

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE HARDIN #267 WATERSHED AREA DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to close the Hearing at 7:05PM.

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

RESOLUTION NO. 13-287

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE HARDIN #267 WATERSHED AREA DRAINAGE IMPROVEMENT PETITION PROJECT:

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

Whereas, on January 28, 2010, a Drainage Improvement Petition For The Hardin #267 Watershed Area was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on July 6, 2010 with Resolution 10-890 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Hardin #267 Watershed Area Drainage Improvement Petition Project, and

Whereas, the Board on March 18, 2013, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Hardin #267 Watershed Area Drainage Improvement Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its

findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 13-288

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE HARDIN #267 WATERSHED AREA DRAINAGE IMPROVEMENT PROJECT:

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

Whereas, the Board on March 18, 2013, held a final public hearing and with resolution NO. 13-287 found affirming order for The Hardin #267 Watershed Area Drainage Improvement Petition Project; and

Whereas, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby approves The Hardin #267 Watershed Area Drainage Improvement Petition Project assessments prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, and

FURTHER BE IT RESOLVED, That the Board fixes May 13, 2013 at 10:00AM as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners