

RESOLUTION NO. R-31-10

A RESOLUTION AMENDING PARAGRAPHS 2(B) AND 3 OF RESOLUTION NO. R-16-10 ACCEPTING FEDERAL CRIMINAL JUSTICE SERVICES GRANT NO. 6694 AND FURTHER AUTHORIZING PAYMENT OF A MATCH AMOUNT AND AUTHORIZING AN ADVANCE AND A TRANSFER OF FUNDS AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Spencer, Ohio, three-fourths (3/4) of its members concurring herein as follows:

1. The Village of Spencer hereby accepts Federal Criminal Justice Services Grant No. 6694 for the benefit of the Village of Spencer Police Department.
2. The total amount of Federal Grant No. 6694 amounts to a sum of Nine Thousand Six Hundred Forty-one Dollars (\$9,641). The Village of Spencer authorizes payment of Two Thousand Four Hundred Ten Dollars (\$2,410) as a match amount toward the Nine Thousand Six Hundred Forty-one Dollar (\$9,641) total, leaving a balance coming from the grant in the sum of Seven Thousand Two Hundred Thirty-one Dollars (\$7,231). The Two Thousand Four Hundred Ten Dollar (\$2,410) match shall be paid as follows:
 - A. Two Thousand Three Hundred Forty-five Dollars (\$2,345) shall be paid from Police Account No. 2901-110-420-000.
 - B. Sixty-five Dollars (\$65) shall be transferred from the General Fund Account No. 1000-910-910-0010 into the Federal Grant Fund No. (2051).
3. The Village Fiscal Officer is hereby authorized to advance Seven Thousand Two Hundred Thirty-one Dollars (\$7,231) from the General Fund (1000) into Federal Grant Fund No. (2051). When the Village of Spencer receives the sum of Seven Thousand Two Hundred Thirty-one Dollars (\$7,231) from Federal Grant No. 6694, the Village Fiscal Officer is hereby authorized to advance the Seven Thousand Two Hundred Thirty-one Dollar (\$7,231) amount

from Federal Grant Fund No. (2051) back into the General Fund (1000). The Village Fiscal Officer is hereby authorized to transfer Sixty-five Dollars (\$65) from the General Fund (1000-910-910-0010) into the Federal Grant Fund No. 2051; and the Sixty-five Dollar (\$65) amount will not be reimbursed to the General Fund (1000).

4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of the Village of Spencer and for the reason that the Federal grant has become available and immediately needs to be accepted by the Village of Spencer so as to benefit the Police Department and take advantage of the availability of grant funding, and, therefore, this Resolution shall be in full force and effect from and after its passage.

PASSED: November 17, 2010

TOMMY RAMEY, Mayor

ATTEST:



SHERI RAMEY, Village Fiscal Officer

AMENDED CONTRACT

This Amended Agreement, made and entered into this 18th day of November, 2010, by and between the Village of Spencer, Ohio, by its Mayor as authorized by Village Council under Ordinance No. 24-10, said Village, hereinafter called the "THE VILLAGE" and Dellinger Excavating, Inc., hereinafter called the "CONTRACTOR."

WITNESSETH, that said "CONTRACTOR" has agreed and by these presents does agree with "THE VILLAGE," for the consideration herein written and contained in the proposals attached hereto and incorporated herein as "Exhibit A," under the penalty expressed in the Contract Bond herein contained, to furnish, at its own proper cost and expense, all necessary labor, materials, tools, supervision and equipment of every description and to carry out in a good, firm, and substantial manner, the construction of the items of work contained in these proposals, in accordance with the specifications for the improvement of Stuart Street now filed with the Spencer Village Fiscal Officer, and also in full accord and compliance with the following:

ARTICLE 1: "THE VILLAGE" agrees to pay and the "CONTRACTOR" agrees to accept as full payment for all work done, labor, materials, tools, supervision and equipment furnished, and for each and every matter, thing or act performed, furnished or suffered, in full and complete performance of all acts and requirements incidental and for the completion of the work of this contract in accordance with the terms, conditions, and provisions thereof, at the unit prices as stated and contained in the "CONTRACTOR'S" bid proposals attached hereto and incorporated herein as "Exhibit A," and per the specification for the Improvement now on file with the Spencer Village Fiscal Officer.

ARTICLE 2: The "CONTRACTOR" agrees to begin work and prosecute the same with reasonable diligence and speed so as to ensure the substantial completion of the work by December 15, 2010. It is understood as between the parties that the ground that has been disturbed as a result of this project will be properly graded and seeded with grass seed in spring of 2011 and that grading and re-seeding will be completed by no later than April 15, 2011.

VILLAGE OF SPENCER, OHIO

By: Tommy Ramey
TOMMY RAMEY, Mayor

**CONTRACTOR:
DELLINGER EXCAVATING, INC.**

By: [Signature]
Its: PRESIDENT

Address: 3691 Horn Road
Monroeville, OH 44847

Approved for Legal Form:

[Signature]
VILLAGE SOLICITOR
VILLAGE OF SPENCER, OHIO

I hereby certify that there are One Hundred Sixty-five Thousand Four Hundred Eight and 36/100 Dollars (\$165,408.36) in the Village Treasury or in the process of collection, to the credit of Capital Projects unappropriated for other purposes.



SHERI RAMEY
Village Fiscal Officer
Village of Spencer, Ohio

BID PROPOSAL FOR THE

INSTALLING STORM SEWERS, WATER MAINS AND APPURTENANCES

in

STUART STREET AND LORAIN STREET

in the

VILLAGE OF SPENCER, OHIO

Date: 7-26-10

To the Mayor and Council
Village of Spencer
105 North Main Street
Spencer, OH 44275

Gentlemen:

The undersigned, as Bidder, declares that he has or they have examined the site work, together with the plans and specifications for the above named improvements and hereby propose to furnish all materials and do all the work necessary to pave, grade, drain and construct storm sewers and water mains, in Stuart Street and Lorain Street together with all necessary appurtenances, according to the plans, specifications and profiles therefore, and in strict compliance therewith and under the direction and to the approval of the Mayor of the Village of Spencer, for the following prices for materials and labor respectively, to-wit:

EXHIBIT A

Stuart Street and Lorain Street

Item No.	Items of Work	Approx. Quantity	Unit Prices		Total Unit Price	Total Amount
			Matrl.	Labor		
1.	Excavation unclassified, complete as per plan and typical section including removal and disposal of all debris.....	Lump Sum	41604 ⁰⁰	19973 ⁴⁰	61578 ⁰⁰	61578 ⁰⁰
2.	Asphalt pavement removal complete as shown on plans, including removal and disposal of all debris	Lump Sum	1080 ⁰⁰	450 ⁰⁰	1500 ⁰⁰	1500 ⁰⁰
3.	Driveway apron removal complete as shown on plans, including removal and disposal of all debris	Lump Sum	1080 ⁴⁰	453 ⁶⁰	1512 ⁰⁰	1512 ⁰⁰
4.	Removal of existing Inlet Basins complete and disposal of all debris ..	Lump Sum	1440 ⁰⁰	600 ⁰⁰	2000 ⁰⁰	2000 ⁰⁰
5.	Removal of existing Storm Sewer complete and disposal of all debris ..	Lump Sum	1440 ⁰⁰	600 ⁰⁰	2000 ⁰⁰	2000 ⁰⁰
6.	Removal of existing hydrant assembly	3 Ea.	252 ⁰⁰	108 ⁰⁰	360 ⁰⁰	1080 ⁰⁰
7.	Relocate existing street signs	Lump Sum	350 ⁰⁰	150 ⁰⁰	500 ⁰⁰	500 ⁰⁰
8.	#57 Aggregate Backfill for trenches in driveways, and paved areas, complete in place as per plans.....	500 Tons	4 ²⁰	1 ⁸⁰	6 ⁰⁰	3000 ⁰⁰

Stuart Street and Lorain Street

Item No.	Items of Work	Approx. Quantity	Unit Prices		Total Unit Price	Total Amount
			Matrl.	Labor		
9.	10" Storm Sewer complete in place including excavation and backfill ..	725 L.F.	15 ⁵⁸	6 ⁶⁸	22²⁵ 22 ²⁵	16,131²⁵ 16,131 ²⁵
10.	12" Storm Sewer complete in place including excavation and backfill ..	936 L.F.	16 ³⁵	7 ⁰¹	23³⁵ 23 ³⁵	21,855⁶⁰ 21,855 ⁶⁰
11.	15" Storm Sewer complete in place including excavation and backfill ..	311 L.F.	18 ²⁸	7 ⁸³	26 ¹¹	8,120 ²¹
12.	24" Storm Sewer complete in place including excavation and backfill ..	43 L.F.	23 ¹⁴	14 ¹²	47 ³⁷	2,036 ⁹¹
13.	48" Diameter Storm Manhole complete in place including excavation, casting, steps, stubs and backfill	2 Ea.	1053 ³⁷	451 ⁴²	1504 ²¹	3,009 ⁶²
14.	2-2-B Inlet Basin complete in place including excavation and backfill	21 Ea.	37 ¹⁶ ¹²	148 ³⁴	4194 ⁴⁴	10,583 ⁶⁶
15.	Transfer existing storm laterals	34 Ea.	44 ⁰⁰	18 ⁰⁰	60 ⁰⁰	2,040 ⁰⁰
16.	8" CL. 52 D.I. Water Main complete in place including excavation and backfill	1,203 L.F.	20 ⁰¹	8 ⁵⁸	28 ⁵⁹	34,593 ²²
17.	Hydrant Assembly complete in place including excavation, and backfill.....	5 Ea.	2170 ³⁵	930 ¹⁵	3100 ⁵⁰	15,502 ⁵⁰
18.	8" Gate Valve complete in place including cast iron valve box	2 Ea.	232 ¹⁹	313 ⁸⁰	1045 ⁹⁸	2,091 ⁹⁸

Item No.	Items of Work	Approx. Quantity	Unit Prices		Total Unit Price	Total Amount
			Matrl.	Labor		
28.	#304 Limestone base complete in place as detailed on the plans	180 Tons	8 ²⁴	3 ⁰⁵	12 ²⁵	2205 ⁰⁰
29.	Topsoil as needed	Lump Sum	1091 ⁴⁶	44 ⁴²	1488 ⁰⁸	1488 ⁰⁸
30.	Seeding and Mulching of all disturbed areas complete in place	Lump Sum	1848 ⁰⁰	792 ⁰⁰	2640 ⁰⁰	2640 ⁰⁰
31.	Lights, Signs, Barricades and Flagmen	Lump Sum	350 ⁰⁰	150 ⁰⁰	500 ⁰⁰	500 ⁰⁰
TOTAL					\$	105,058 ³⁶

The undersigned hereby agrees to complete all of the work in the above project prior to 12-1-10
 A certified check or cashier's check, or a bid bond, in the amount of ten (10%) percent
 of the amount bid accompanies this bid.

Date: 7-26-10

Signed:

[Signature]
 By: James C Decker

Address:

3691 Hobbs Rd
MANASSAS, VA 20108

Telephone No:

419-465-3300

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Dellinger Excavating, Inc.

3691 Horn Road Monroeville, OH 44847

as principal and RLI Insurance Company

as sureties, are hereby held and firmly bound unto Village of Spencer
109 North Main Street Spencer, OH 44275-9701

as obligee in the penal sum of the dollar amount of the bid submitted by the
principal to the obligee on July 26, 2010 to undertake the project known as Stuart Street Storm Sewer & Water Main Improvements

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____

(\$ _____) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 26th day of July, 2010

PRINCIPAL

Dellinger Excavating, Inc.

BY: [Signature]

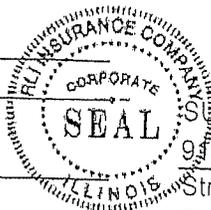
TITLE: PRESIDENT

SURETY: RLI Insurance Company

BY: [Signature]

Attorney-in-Fact

Linda M. Cowin



SURETY COMPANY ADDRESS:

9350 South Hills Blvd., Ste. 290

Street

Broadview Heights, OH 44147

City State Zip

SURETY AGENT'S ADDRESS:

Dawson Insurance, Inc.

1340 Depot Street

Cleveland, OH 44116



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
D. Michael Sherman, Frank P. Middelberg, Bruce W. Lockhart, Kyp L. Ross, Linda M. Cowin, Melissa M. Lear, Kathy Van Tassel, Robert W. Lampus, Louis A. Colagrossi, Sandy Kruger, Claudia Rogers, Lori A. Proch, Maggie Loeser, jointly or severally,

in the City of Rocky River, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of March, 2010.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

By: Roy C. Die Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 26th day of July, 2010.

On this 11th day of March, 2010, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Cherie L. Montgomery
 Cherie L. Montgomery Notary Public

RLI Insurance Company

By: Roy C. Die Vice President



Effective Date: December 22, 1976
Expiration Date: April 1, 2011

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

RLI INSURANCE COMPANY

NAIC No. 13056

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability Other

Commercial Auto - No Fault

Commercial Auto - Phys. Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew - State Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto-Liability Other

Private Passenger-Phys Damage

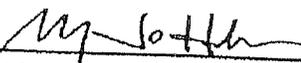
Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.



Ted Strickland, Governor


Mary Jo Hudson, Director



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: 309-692-1000 Fax: 309-692-8637

RLI Insurance Company

December 31, 2009

Admitted Assets

Investments:	
Fixed maturities	\$ 555,772,021
Equity securities	742,288,610
Short-term investments	53,365,475
Real estate	8,270,110
Cash on hand and on deposit	1,362,488
Other invested assets	1,000,000
Receivables for securities	0
Agents' balances	45,043,314
Investment income due and accrued	6,497,019
Funds held	4,000
Reinsurance recoverable on paid losses	4,862,173
Federal income taxes receivable	0
Net deferred tax asset	6,055,029
Electronic data processing equipment, net of depreciation	373,439
Receivable from affiliates	0
Other admitted assets	1,917,353
Total Admitted Assets	\$ 1,426,811,031

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 373,351,197
Unearned premiums	153,088,592
Accrued expenses	43,598,664
Funds held	779,814
Advance premiums	3,922,921
Amounts withheld	47,344,613
Ceded reinsurance premium payable	9,831,655
Payable for securities	0
Statutory penalties	883,400
Current federal & foreign income taxes	3,512,672
Federal income tax payable	0
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	5,763,640
Other liabilities	573,015
Total Liabilities	\$ 642,650,183
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	531,709,389
Total Surplus	\$ 784,160,848
Total Liabilities and Surplus	\$ 1,426,811,031

State of Illinois }
 County of Peoria }

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2009.

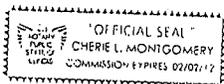
Attest:



{ Corporate Seal Affixed }

Michael J. Stone President
Cynthia S. Dohm Assistant Secretary

Sworn to before me this 4th day of March, 2010.



{ Notarial Seal Affixed }

Cherie L. Montgomery
 Notary Public, State of Illinois

Cunningham & Associates, Inc.

CIVIL ENGINEERING & SURVEYING
203 W. Liberty St., Medina, OH 44256
Phone: (330) 725-5980 • Fax (330) 725-8019
www.cunninghamengineering.com

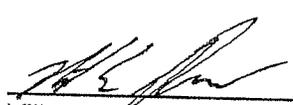
August 2, 2010

Project: Installing Storm Sewer, Water Mains and Appurtenances in Stuart Street
Village of Spencer, Ohio

Contractor : Dellinger Excavating Inc.
3691 Horn Road
Monroeville, OH 44847

Re: CHANGE ORDER NO. 1 - Addition of Wire Mesh to Concrete Driveway Aprons

				TOTAL CONTRACT BID AMOUNT	\$165,058.36
<u>Additions</u>					
27a.	6" x 6" - #10-#10 Gauge Wire Mesh in Concrete Driveway Aprons	100	S.Y.	\$3.50	<u>\$350.00</u>
TOTAL CHANGE ORDER NO. 1					<u>\$350.00</u>
TOTAL CONTRACT INCLUDING CHANGE ORDER NO. 1					<u><u>\$165,408.36</u></u>



Village of Spencer - Engineer

8/4/10

Date

Dellinger Excavating Inc. - Contractor

Date

CASH TRANSFERS RECORD
SPENCER VILLAGE, MEDINA COUNTY

<u>Fund Number</u>	<u>Transfer Code</u>	<u>Original Fund Amount</u>	<u>Debit Amount</u>	<u>Credit Amount</u>	<u>New Fund Amount</u>
1000	1000-910-910-0010	\$40,210.27	\$0.00	\$65.00	\$40,145.27
2051	2051-931-0000	1,042.88	65.00	0.00	1,107.88