

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 30, 2000**

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

Present: James Ward, Deborah Martin, Donald Wuertz

Executive Session for Personnel Matters

RESOLUTION NO. 00-441

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD MAY 22, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held May 22, 2000, and to approve resolutions and minutes as submitted.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

PUBLIC COMMENT

RESOLUTION NO. 00-442

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 273250 THROUGH 273803:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 273250 through 273803 on file in the office of the Delaware County Commissioners.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 00-443

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following:

EMA is requesting that Sheila Perin and Sharon Creamer attend the EOC Course at Knox County EMA on May 31, 2000, in the amount of \$15.00.

Maintenance is requesting that Tom Ruthig attend the Honeywell Pneumatic Training Class at Dublin on June 6, 2000, in the amount of \$150.00.

OECC is requesting that Rich Felton attend the Ohio Water Environment Annual Conference at Cleveland on June 27 through June 30, 2000, in the amount of \$895.00.

Human Services is requesting that Donna Eckman, Mona Reilly, Tami de Jonge and Rhonda Leasure attend the Strategies, Solution, Success Conference at Columbus on June 5 through June 6, 2000, in the amount of \$50.00.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 00-444

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT ON A CDBG-FUNDED HOUSING REHAB PROPERTY:

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the following:

Whereas, Delaware County has established a housing rehabilitation program to provide housing opportunities for LMI households; and

Whereas, Jeffrey S. and Patricia A. Smith have previously participated in the County's FY 94 CHIP Program, as a result of which the Smith residence was renovated and Delaware County did place a mortgage on said property; and

Whereas, Jeffrey S. and Patricia A. Smith wish to apply for a line of credit to begin improvements to their home. Said lender requires that Delaware County sign a subordination agreement so that a second position on the real estate is maintained to secure the home equity loan.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners does hereby approve the execution of the aforementioned subordination agreement in order to benefit Jeffrey A. and Patricia A. Smith. Upon passage of this resolution, the President of the Board shall be authorized to execute the subordination

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agreement whereby the County’s existing mortgage shall be subordinated to a mortgage to be filed by National City Bank. It is understood that with the execution of this agreement, the validity or priority of the County’s existing mortgage shall not otherwise affected.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-445

IN THE MATTER OF APPROVING THE PLAN FOR “THE PARK” AT GREIF BROS.:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following plan:

Part of Farm Lots 8, 9, 10 and 34, Section 4, Township 4N, Ranges 19W and 18W, United States Military Lands, Berlin & Liberty Townships, Delaware County, State of Ohio.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 00-446

IN THE MATTER OF ACCEPTING ROADWAYS IN MEDALLION ESTATES, SECTION 8 AND BIG BEAR FARMS, SECTIONS 8 AND 9:

It was moved by Mr. Ward, seconded by Mr. Wuertz to release bonds and letters of credit and accept roads within the following:

Medallion Estates, Section 8

- An extension of 0.12 mile to **Township Road Number 861, Wild Mint Court**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, M/I Homes.

Big Bear Farms, Section 8

- An extension of 0.05 mile to **Township Road Number 676, Big Bear Avenue**
- **Auburn Court**, to be known as **Township Road Number 908**
- **Hampshire Court**, to be known as **Township Road Number 909**
- **Brooks Close**, to be known as **Township Road Number 910**
- **Mead Drive**, to be known as **Township Road Number 911**
- **Mead Court**, to be known as **Township Road Number 912**
- **Sloane Court**, to be known as **Township Road Number 913**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Planned Communities.

Big Bear Farms, Section 9

- An extension of 0.20 mile to **Township Road Number 676, Big Bear Avenue**
- **Cadogan Court**, to be known as **Township Road Number 914**
- **Addington Place**, to be known as **Township Road Number 915**
- **Big Bear Loop**, to be known as **Township Road Number 916**
- **Marlebury End**, to be known as **Township Road Number 917**
- **Audley End**, to be known as **Township Road Number 918**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Planned Communities.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 00-447

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN BIG BEAR FARMS, SECTIONS 8 AND 9:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize stop conditions at the following locations:

Big Bear Farms, Section 8

- On Township Road Number 908, Auburn Court, at its intersection with Township Road Number 676, Big Bear Avenue

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- On Township Road Number 909, Hampshire Court, at its intersection with Township Road Number 676, Big Bear Avenue
- On Township Road Number 910, Brook Close, at its intersection with Township Road Number 676, Big Bear Avenue
- On Township Road Number 911, Mead Drive, at both its intersections with Township Road Number 676, Big Bear Avenue
- On Township Road Number 912, Mead Court, at its intersection with Township Road Number 911, Mead Drive
- On Township Road Number 913, Sloane Court, at its intersection with Township Road Number 911, Mead Drive

Big Bear Farms, Section 9

- On Township Road Number 676, Big Bear Avenue, at its intersection with County Road Number 609, Sawmill Parkway
- On Township Road Number 914, Cadogan Court, at its intersection with Township Road Number 676, Big Bear Avenue
- On Township Road Number 915, Addington Place, at its intersection with Township Road Number 676, Big Bear Avenue
- On Township Road Number 916, Big Bear Loop, at both its intersections with Township Road Number 676, Big Bear Avenue
- On Township Road Number 917, Marlebury End, at its intersection with Township Road Number 676, Big Bear Avenue
- On Township Road Number 918, Audley End, at its intersection with Township Road Number 676, Big Bear Avenue

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-448

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR ABBEY KNOLL, SECTIONS 1 & 2 AND HIGHLAND LAKES NORTH, SECTION 6, PHASE 2:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following subdivider's agreements:

Abbey Knoll, Sections 1 and 2

THIS AGREEMENT executed on this 30th day of May 2000, between **PLANNED COMMUNITIES** as evidenced by the **ABBHEY KNOLL SECTIONS 1 AND 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** 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**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/23/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the

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right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **NINETY SEVEN THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

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

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

Highland Lakes North, Section 6, Phase 2

THIS AGREEMENT executed on this 30th day of May 2000, between **PLANNED COMMUNITIES** as evidenced by the **HIGHLAND LAKES NORTH SECTION 6, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** 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**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/24/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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

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contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWELVE THOUSAND THREE HUNDRED SIXTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

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

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 00-449

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR DAKHTEH TWO SUBDIVISION:

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It was moved by Mr. Wuertz, seconded by Mr. Ward to accept the following:

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2000-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at \$5,000 for the duration of the one-year maintenance period. A Letter of Credit in that amount is currently in place.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 00-450

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

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000043	Columbia Gas	Old 3C Highway	Install gas main

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-451

IN THE MATTER OF APPROVING THE ESTIMATE, SPECIFICATIONS, PLAN AND SETTING BID OPENING DATE AND TIME FOR SALISBURY DRIVE EXTENSION PROJECT:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the estimate, specifications, plan and set bid opening date and time:

Sealed proposals will be received at the **Delaware County Commissioner's Office, 101 N. Sandusky Street Delaware, Ohio 43015 until 10:00 a.m. on June 19, 2000**, for furnishing all labor, materials and equipment necessary to complete the project known as **Salisbury Drive Extension Project** and at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer's Office, 50 Channing St. Delaware, Ohio 43015 for a nonrefundable cost of \$20.00 for plans and specifications. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer's estimate for the project is \$125,284.01.

All bids shall meet the General Specifications, which may be obtained at the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015**. Bids shall be submitted in a sealed envelope and marked **"SEALED BID FOR SALIBURY DRIVE EXTENION PROJECT"**.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 00-452

IN THE MATTER OF APPROVING THE ESTIMATE, SPECIFICATIONS, PLAN AND SETTING BID OPENING DATE AND TIME FOR SOUTH GALENA ROAD BRIDGE DECK REPLACEMENT PROJECT:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the estimate, specifications, plan and set bid opening date and time:

Sealed proposals will be received at the **Delaware County Commissioner's Office, 101 N. Sandusky Street Delaware, Ohio 43015 until 10:00 a.m. on June 19, 2000**, for furnishing all labor, materials and equipment necessary to complete the project known as **South Galena Road Bridge Deck Replacement Project** and at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer's Office, 50 Channing St. Delaware, Ohio 43015 for a nonrefundable cost of \$20.00 for plans and specifications. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer's estimate for the project is \$235,900.00.

All bids shall meet the General Specifications, which may be obtained at the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015**. Bids shall be submitted in a sealed envelope and marked **"SEALED BID FOR SOUTH GALENA ROAD BRIDGE DECK REPLACEMENT PROJECT"**.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

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RESOLUTION NO. 00-453

**IN THE MATTER OF AUTHORIZING ADVERTISING FOR STATEMENTS OF QUALIFICATIONS
FOR CONSULTING SERVICES TO ASSIST THE COUNTY IN THE PREPARATION OF A USER
RATE STUDY FOR THE DELAWARE COUNTY SANITARY ENGINEER:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to accept the Statement of Qualifications:

**PUBLIC NOTICE
REQUEST FOR STATEMENT OF QUALIFICATIONS**

**CONSULTING SERVICES
DELAWARE COUNTY, OHIO COMMISSIONERS**

The Delaware County Board of Commissioners wishes to receive Statements of Qualifications (SOQ) from experienced consulting firms to assist the County in the preparation of a user rate study for the Delaware County Sanitary Engineer.

The work shall involve, but not limited to, the analysis of the existing rate structure, correlation of residential and commercial rates, future system growth, and development and analysis of a long-term rate structure.

Statements of Qualifications will be received at the Delaware County Sanitary Engineer's Office, Attention: Mr. Scott Pike, P.E., Environmental Services Director, 50 Channing Street, Delaware, Ohio 43015 until 12:00 noon on June 16,2000. Submittals pursuant to this invitation will not be received after the hour and date stated above.

PROCEDURE

The Delaware County Board of Commissioners intends to use a Quality Based Selection Process in accordance with Ohio Revised Code.

The procedure for procurement of consulting services shall be:

- (1) Public notice requesting statements of qualifications (SOQ).
- (2) Submission of statements of qualifications (SOQ). Original and three copies to be submitted by 12:00 noon on June 16, 2000.
- (3) Evaluation and review of statements of qualification. (Clarification interviews may be scheduled with firms)
- (4) Scope of Services to short listed consultants (minimum of 3 selected) on June 30, 2000.
- (5) Submission of proposals (RFP). Originals and three copies to be submitted by 12:00 noon on July 21, 2000.
- (6) Evaluation and review of proposals. Personal interviews and site visits may be expected during evaluation of proposals. Week of July 24, 2000.
- (7) Selection and notification of successful firm. Estimated date: August 4, 2000.
- (8) Negotiation with selected firm.
- (9) Consultants authorized to proceed. Estimated date: August 21, 2000.
- (10) Completion of Rate Study Report: October 2,2000

EVALUATION OF STATEMENT OF QUALIFICATIONS

To short list firms for technical proposals, an Evaluation Committee will evaluate all Statements of Qualifications submitted. The committee will select and rank no fewer than three firms considered to be most qualified using an evaluation form and criteria approved by the Evaluation Committee. The consulting firm, partnership, association or corporation shall have extensive experience in performing rate studies for sewer and water utilities. Qualifications of any sub-consultant(s) used to obtain qualification in the various areas are to be included in the firm's statement of qualifications. Should the Evaluation Committee's require revisions or additional information, equal opportunity shall be provided to all offerors. The committee's consensus evaluation and ranking shall be submitted to the Delaware County Board of Commissioners for approval and processing. Evaluation of the qualifications will be based upon, but not limited to, the following criteria:

STATEMENT OF QUALIFICATION EVALUATION CRITERIA:

- I. Competence of the offerors to perform the required service as indicated by:**
 - (a) State of the art, flexibility and expandability of organization to meet Delaware County's current and future needs.
 - (b) Training and education, and
 - (c) Experience of the offeror's personnel who will be assigned to the work.
- II. Ability of the offeror to perform the required service competently and expeditiously as indicated by the offeror's:**
 - (a) Workload,

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- (b) Availability of necessary personnel, and
- (c) Equipment and facilities.
- III. Past performance of the offeror as reflected by the evaluation of Delaware County and other clients (to include name, location and brief description of similar services provided).**
 - (a) Quality of work,
 - (b) Success in controlling cost, and
 - (c) Success in meeting contract deadlines.
- IV. Location of office.**

CONTENT OF CONSULTANT'S STATEMENT OF QUALIFICATIONS:

Statement of Qualifications should include, but is not limited to the following:

- I. Name of firm, address and telephone number.**
- II. Names, qualification and experience of principals and key personnel who are to be assigned to the project.** Provide detailed information on these individuals so as to indicate their availability to the project. This information should include, but not limited to the following for each individual:
 - (a) Number and type of projects in which individual are involved.
 - (b) A graphical or tabular representation of hours available for key personnel.
 - (c) Key personnel being defined, as any professional needed by the project.
- III. Number and composition of staff available for the project, including a table of organization.** Composition should be broken into professional, sub-professional, technicians, administrative and clerical.
- IV. Name of responsible firm member and project manager.**
- V. Project statement as determined by consultant.**
- VI. Listing of all sub-consultants whose qualifications are being used to obtain qualifications in any of the areas identified.**
- VII. A statement of the firm's overall operating philosophy and organizational characteristics.**
- VIII. An outline of the firm's Quality Assurance or Quality Management Program.**

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-454

IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following:

Gregory E. Nease has accepted the position of Custodian for Maintenance; effective date of hire is May 31, 2000.

Jim Smith was moved from Crew Chief to Paramedic status for EMS; effective date of the move was May 16, 2000.

Joey L. Starlin has resigned his position as Med Tech III for EMS; effective date of resignation was May 20, 2000.

Kara M. Reynolds has accepted the temporary position as Summer Intern for OECC; effective date of hire is May 31, 2000.

Thomas J. Riggs has resigned his position as Operator for OECC; effective date of resignation was May 18, 2000.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 00-455

IN THE MATTER OF APPROVING THE CONTRACT WITH CHRYATECH, INC. FOR THE ASBESTOS SURVEYS AND ABATEMENT COST ESTIMATING RESIDENTIAL BUILDINGS AND ASSOICATED OUT BUILDINGS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the contract for asbestos surveys and abatement cost estimating residential buildings and associated out-buildings with Chryatech, Inc.. The services are not to exceed cost of \$6,000.00, or an average cost per building of \$300.00.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

Commissioner Martin continued the meeting until 8:00 AM to go into Executive Session.

RESOLUTION NO. 00-456

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 8:00 AM:

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It was moved by Mr. Wuertz, seconded by Mrs. Martin to go into Executive Session.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-457

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:07 AM:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners