

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 14, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 03-1024

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 11, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held August 11, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-1025

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0813:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in Batch numbers CMAPR0813 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Medtronic Physio Control	Lifepak Defibrillator Kit	10011303-5260	\$ 6,219.00
Increases			
Dora Bennett	Child Care	22411606-5348	\$ 2,000.00
Transitions	Program Prof Services	22411601-5348	\$ 3,000.00
LaPetite 909 Polaris	Child Care	22411606-5348	\$ 4,500.00
Child Care Unlimited	Child Care	22411606-5348	\$ 4,500.00
A Powell Child Care	Child Care	22411606-5348	\$ 5,000.00
Del Co. Juv. Ct.	Lab Testing	22511607-5340	\$ 2,500.00
Villa Angela Care Center	Cluster Residential Treatment	22511608-5342	\$ 20,000.00
Terrence Flahive	Public Defender	10011202-5301	\$ 15,000.00
Scott Scrive & Wahoff	Legal Services	75110902-530130107	\$ 8,000.00
US Filter Davis	Bioxide Chemical	65211905-5290	\$ 4,000.00
Craig Allen Williams	Architect Services	40111402-5410	\$ 6,148.00
Vouchers			
Toddler Inn Child Care	Child Care	22411606-5348	\$ 18,776.65
Villa Angela Care Center	Cluster Wrap Services	22511608-534234215	\$ 10,075.00
Marathon	Petroleum	10011106-522822801	\$ 5,779.97
Quality Control Inspection	Professional Services	65111904-5301	\$ 17,160.00
Malcolm	Master Plan Study	65211905-5301	\$ 10,020.10
US Filter	Bioxide	65211919-5290	\$ 6,968.50
Ohio Dept. of Health	BCMH Crippled Children	10011102-5319	\$ 8,547.80
Kindercare Neverland	Child Care	22411606-5348	\$ 24,560.00

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

RESOLUTION NO. 03-1026

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, CRABBE, BROWN & JAMES LLP, REQUESTING ANNEXATION OF 25.372 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Jordan, seconded by Mrs. Martin to acknowledge that on August 8, 2003, the Clerk to the Board of Commissioners received an annexation petition request to annex 25.372 acres from Delaware Township to the City of Delaware.

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

RESOLUTION NO. 03-1027

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IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following:

SUPPLEMENTAL APPROPRIATION

10031301-5001	Sheriff-Deputies/Compensation	\$ 13,000.00
10031301-5120	Sheriff-Deputies/PERS	\$ 1,918.00
10031301-5131	Sheriff-Deputies/Medicare	\$ 188.50
10031303-5001	Sheriff-Jail/Compensation	\$ 5,500.00
10031303-5120	Sheriff-Jail/PERS	\$ 745.25
10031304-5131	Sheriff-Jail/Medicare	\$ 79.75
10031304-5001	Sheriff-Conveyance Fees/Compensation	\$ 3,500.00
10031304-5120	Sheriff-Conveyance Fees/PERS	\$ 496.30
10031304-5131	Sheriff-Conveyance Fees/Medicare	\$ 50.75
10031304-5102	Sheriff-Conveyance Fees/Worker's Comp	\$ 33.25

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

RESOLUTION NO. 03-1028

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS LIBERTY NORTH BRIDGES:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the following:

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Monday, September 8, 2003** for furnishing all labor, materials and equipment necessary to complete the project known as **Liberty North Bridges**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the **Office of the Delaware County Engineer**. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond 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.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than August 6, 2004.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Delaware County as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked "**SEALED BID FOR LIBERTY NORTH BRIDGES**".

The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/ or all bids.

Scope of Work

This project consists of the replacement of three (3) existing concrete slab bridges on Liberty Road in Liberty and Delaware Townships.

- Phase 1 is bridge #9-5.01, which is located about 1/2 mile north of Home Road.
- Phase 2 is bridge #9-7.57, which is located about 1/2 mile north of Bean-Oller Road.
- Phase 3 is bridge #9-8.67, which is located about 1/4 mile north of Bunty Station Road.

The proposed structures will be precast concrete arch structures (Con/Span) with precast wingwalls and headwalls on spread footings. Each replacement includes minor approach improvements, including shoulder and embankment widening and paving of the approaches within 100 feet of the structure. Guardrail will also be installed. Minor drainage improvements including pipe installation will be done at one site.

Project Estimate \$519,800.00

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

RESOLUTION NO. 03-1029

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following:

Timothy John Cunningham has accepted the position of Telecommunication Officer II with the 911 Department; effective date August 18, 2003.

Elizabeth Marie Bogart has accepted the position of Telecommunication Officer II with the 911 Department; effective date August 18, 2003.

Kelly Jervis has accepted the SSW III position with the Department of Job and Family Services, effective August 25, 2003.

Heather Roberts has resigned her position with the Department of Job and Family Services, effective August 8, 2003.

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

RESOLUTION NO. 03-1030

IN THE MATTER OF EXECUTING A RENEWAL AGREEMENT WITH THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC) FOR PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN:

It was moved by Mrs. Martin, seconded by Mr. Jordan to execute the renewal agreement:

Whereas, The Board of Commissioners of Delaware County has participated in the County Commissioners Association of Ohio Workers Compensation Group Rating Plan since 1994, and

Whereas, Delaware County has realized significant savings annually, and estimates savings of \$82,310 in plan year 2004,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute a renewal agreement with the County Commissioners Association of Ohio Service Corporation for participation in the County Commissioners Association Of Ohio Workers Compensation Group Rating Plan for plan year 2004.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT**

THIS AGREEMENT, dated as of July 1, 2003, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and the County of Delaware ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO") acting through CCAOSC, its Service Corporation, as sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a group for the benefit of its membership for the purpose of obtaining a group rating pursuant to Section 4123.29, ORC. The terms and conditions for participation in the CCAO group rating plan are herein established.

A participating employer is hereafter referred to individually as a "Participant". Participating employers are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Worker's Compensation Group Rating Plan, hereafter referred to as the "CCAO Group Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 37 West Broad Street, Suite 650, Columbus, Ohio 43215.

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Section III: PURPOSE OF GROUP PLAN

The CCAO Group Rating Plan is intended to: (1) achieve lower workers' compensation rates for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

1. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

1. CCAO was created more than two years prior to the date of application for Group coverage.
1. CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
2. The business of the Group is substantially similar such that the policies which are grouped are substantially homogeneous.
3. The aggregate workers' compensation premiums of Group members are expected to exceed \$150,000 during the rating period covered by this Agreement.

1. The Participant represents and warrants as follows:

1. It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
2. It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
3. That its 2001 calendar year payroll does not exceed \$50,000,000. Counties with a 2001 calendar year payroll of \$50,000,000 or more will not be eligible for membership in the Rating Plan. The maximum annual payroll amount shall be established annually by the CCAO Workers' Compensation Group Rating Plan Executive Committee, to reflect inflation and prevailing Ohio county payroll trends.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Rating Plan.

CCAOSC shall:

- (1) coordinate and administer the CCAO Group Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

The Participant shall:

- (1) join and participate in the CCAO Group Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: PENALTY RATED PARTICIPANTS

Additionally, the participant recognizes that the inclusion of group members with a penalty modification detrimentally affects the group rate. Each year, CCAOSC, in cooperation with the administrator, shall analyze the projected experience modification of all prior year plan members. CCAOSC, in its sole discretion, may determine that a plan participant is not eligible for any subsequent year group plan and not renew said participant. Alternatively, CCAOSC, in its sole discretion, may create additional allocations or contributions of such participants, including the formation of a "Premium Discount Pool".

Effective June 1, 1999, a penalty rated county that has not previously participated in the Plan will not be eligible for membership in the Plan.

Section VII: PREMIUM DISCOUNT POOL PARTICIPANTS

Effective for the policy year commencing January 1, 1998, CCAOSC created a Premium Discount Pool. Prior year Participants projected to be in a penalty rating **must participate** in the CCAOSC Premium Discount Pool in order to remain in the Group Rating Plan. CCAOSC Premium Discount Pool participants are required to implement the **CCAO 10 Step Safety Plan for County Government**, and must submit an annual progress report to CCAOSC. However, enrollment in the Bureau of Workers' Compensation's Premium Discount Program

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(PDP) shall be at the discretion of the Participant. To enroll in the BWC's PDP, the Participant shall complete and submit directly to the BWC a "UA-5 Application For Premium Discount Program", and shall meet all requirements of the Bureau of Workers' Compensation for continued participation in the PDP.

The savings for participants in the Premium Discount Pool shall be determined as follows: A savings calculation will be made as if all Premium Discount Pool members had been included in the Group as filed with the OBWC, without deducting any discounts from the BWC's PDP program. Premium Discount Pool participants will receive the difference between a 10% reduction to their individual premium rate and the amount calculated as if the Participant was included in the Group program filed with the OBWC.

A penalty rated Participant who became penalty rated prior to January 1, 2002 will be eligible to participate in the Premium Discount Pool for a total of four years within a seven year period, during which they remain penalty rated or otherwise ineligible for Group membership. A penalty rated Participant who became penalty rated after January 1, 2002, may remain in the Premium Discount Pool for not more than three years within a five year period during which they remain penalty rated or otherwise ineligible for Group membership. A participant who is predicted to be penalty rated and is therefore removed from the Group and placed in the Premium Discount Pool, but their actual premium rate comes in as a credit ratio, will not have that year counted toward their maximum years of Premium Discount Pool eligibility.

Section VIII: RATE CONTRIBUTION AND REBATES

The participant understands that the group rate must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual group rate will vary depending upon multiple factors. The participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other group members be held liable for premiums owed by the participant to the OBWC.

The participant understands the group rate is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual participant. In no event will CCAO, CCAOSC, the third party administrator, or the other group members be held liable for premiums owed by the participant to the OBWC resulting from subsequent rate revisions.

It is understood that in forming a group the OBWC will calculate a group rate for the CCAO Group Rating Plan which shall be applied uniformly to the members of the Group regardless of each Participant's individual rate. It is further understood that OBWC shall calculate premiums, as provided by law, multiplying the group rate (as described above) times each Participant's individual payroll.

In order to allocate the savings derived by formation of the Group, and to maximize the number of Participants in the Group, it is hereby agreed that annually the CCAOSC shall estimate the total savings which shall accrue to the Group through its formation which shall include the amount of savings for participants in the Premium Discount Pool (Section VII of this agreement). The CCAOSC shall notify each Participant of the estimated savings as well as the estimated rebates and/or additional billings required so that yearly budgeting may be facilitated on a timely basis for the Participants.

Upon receipt of the actual year-end payroll figures from each Participant, the CCAOSC shall calculate the total realized savings which shall accrue to the Group through its formation and collect rate contributions from and pay rate equalization rebates to the Group's various Participants. The Participants determined to be eligible for the group filing shall receive the share of the group savings which shall be equal to the total savings of all group members less Premium Discount reimbursements multiplied by the percentage found by dividing the Participants' individual payroll by the total payroll of all participating group members.

Premium Discount Pool participants shall receive the difference between a 10% reduction in their individual premium rate the amount determined as if the participant was included in the group program filed with the Ohio Bureau of Workers' Compensation. Individual payroll divided by the payroll of all plan members will be applied to the plan savings as if the participants were included in the group filing.

CCAOSC shall bill any rate contributions due from individual Participants no later than sixty (60) days following receipt by CCAOSC of the payroll report submitted by Participants to the OBWC. Bills for contributions are due and payable to CCAOSC within thirty (30) days of receipt. All rebate checks shall be paid to those Participants due rebates no later than ten (10) days from the date of receipt of all contributions due from individual Participants.

Section IX: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section IX) relating to the Plan's activities. The cost of these services shall be borne by the Participant in proportion to its payroll to the total payroll of the group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee, and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant may at its sole expense, engage the services of an attorney, or other qualified TPA, or representative for claims-related matters, such as hearings before the respective state agencies.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times,

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of all claims which will affect the rating of the Group.

Section X: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the statutory requirements for a group rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, which is attached hereto as Exhibit A. In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for risk management services shall be allocated, billed and paid in the same manner as described in Section IX, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the participant to undergo an occupational safety and health audit of its premises. For such audits, the Participant shall have the option of (1) using a qualified private safety consultant of the Participant's choice, subject to CCAOSC's approval; or (2) requesting CCAOSC to arrange for an audit performed by the Ohio Division of Safety and Hygiene ("ODSH"). It is understood that the ODSH will perform an audit at no additional cost. However, if the Participant chooses to utilize a private safety consultant it shall do so at its own cost. A copy of the audit results and safety recommendations shall be provided to CCAOSC upon CCAOSC's request. The Participant and CCAOSC agree that if a private consultant is engaged by the Participant to perform an audit, the consultant will act as an independent agent, not subject to the direction and control of CCAOSC.

Section XI: GENERAL MANAGEMENT FEES

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section IX, above.

Section XII: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee, which shall consist of nine members. Two of said members shall be the President and the Treasurer of CCAOSC; the remaining seven members shall be representatives of the Participants, elected for the ensuing year by the Participants. No Participant shall have more than one member of the Group Executive Committee in any year, and each elected official shall be a county commissioner. However, any member may by written instrument appoint a designee, who need not be a county commissioner but shall be an officer or employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

1. to approve the selection of a TPA, as provided in Section IX hereof;
1. to review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
2. to determine ongoing eligibility of each Participant for continued participation in the Group; and
3. to perform such other acts and functions as may be delegated to it from time to time by the Group.

Section XIII: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2004 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Rating Plan for the next annual rating period provided sixty (60) days written notice of intent to withdraw from the CCAO Group Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently the last business day in August of the year prior to the applicable annual rating period. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Rating Plan prior to withdrawal therefrom.

Section XIV: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) properly signed and authorized copy of this Agreement; (2) properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC. A Participant's initial application shall also include a one-time membership fee in the amount of \$2,000. In order to remain in good standing, a Participant shall provide to CCAOSC annually, prior to the group rating deadline: (1) properly signed and authorized copy of this Agreement; (2) properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC.

Section XV: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Rating Plan.

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All Group Rating Plan funds shall be strictly segregated from all CCAOSC activities relating to the operations and activities of CCAO's property/casualty insurance pool or pools.

The Participant is solely responsible for any assessment of premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant acknowledges that Group rate setting is solely the function of the OBWC. It is understood that such considerations as the "TM Calculation", "Credibility Factor", and "Loss Value Limitation", shall be assigned by OBWC at the group, rather than the individual, level.

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

RESOLUTION NO. 03-1031

SETTING DATE AND TIME FOR THE REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ) FOR A SEWER MASTER PLAN STUDY FOR THE DELAWARE COUNTY SANITARY ENGINEER:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following:

Request For Qualifications

Background

Over the past ten years, Delaware County, Ohio has experienced some of the most accelerated growth in the country. As a result of this accelerated growth, the Delaware County Commissioners have commissioned a study to determine the most logical and cost effective expansion of the Delaware County Regional Sewer District. A combination of in-house staff and outside consultant efforts will guide the planning study.

Assistance to be requested

The Delaware County Commissioners are seeking assistance in:

- Reviewing, discussing and coordinating all the data provided by the Delaware County Regional Planning staff, the Sanitary Engineer's Office, and the Delaware General Health District;
- Evaluation of the fiscal and engineering feasibility of sewerage designated service areas.
- Investigate waste water collection, treatment, and disposal options such as a gray water system for lawn irrigation to reduce potable water waste.
- Performance of a generalized consequence analysis of each of the alternatives. Linking the efforts of the recommended alternative to the Delaware County Thoroughfare Plan's proposed transportation system, schools, established and planned development patterns
- Creating a prioritized list of recommendations for sewerage designated service areas.

Selection Process

The Delaware County Commissioners are requesting that interested Planning and Engineering firms submit their qualifications addressing the specific selection criteria outlined below. Upon receipt, the submittals will be evaluated by Delaware County. A maximum of five (5) qualified consultants will be asked to submit a detailed proposal and give a presentation of their proposal for competitive evaluation and selection.

Request for Statement of Qualifications and Selection Criteria

The Delaware County Commissioners are requesting that interested and qualified consultants submit statements of their qualifications to perform work based upon the following criteria:

- Provide past and present experience in the field of sanitary engineering, including the design and implementation of alternative wastewater collection and treatment systems, and the composition of Waste Water Facility Planning Studies.
- Provide past and present examples of land use planning projects.
- Provide past and present examples of the use of local and regional growth strategies in planning
- Capability of using and evaluating both Geographic Information Systems and AutoCAD.
- Proximity to Delaware County, Ohio will be considered.
- The consultant should **not** be strongly affiliated with the local development community or receive a significant portion of their yearly revenues from development planning and/or engineering work.

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- Consultant shall clearly define their current work load and back log of work during the course of the proposed project time line.
- Consultant shall clearly identify dedicated project personal and the relative experience for this project.
- The project start date is anticipated for October 1, 2003 and six months will be provided to complete the project.

Statements of Qualifications should also include:

- A list of previous clients for whom the consultant has performed similar work;
- Average hourly rates of the personnel assigned.

Submission of Qualifications

Please address any questions or comments to Barry Bryant, P.E., Delaware County Environmental Services Director at 740-833-2240.

Please submit 6 copies of statements of qualifications **no later than August 27, 2003** to:

Mr. Barry Bryant, P.E.
Director of Environmental Services
Delaware County
50 Channing Street
Delaware, Ohio 43015

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

RESOLUTION NO. 03-1032

IN THE MATTER OF APPROVING AN AGREEMENT FOR THE PAYMENT OF SETTLEMENT FUNDS INTO ATTORNEY TRUST ACCOUNT:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the following agreement:

AGREEMENT

This Agreement is entered into on this 14th day of August 2003 between the Board of County Commissioners for Delaware County, Ohio (hereinafter "Commissioners"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 and their successors and assigns and Greenwich Insurance Company (hereinafter "Greenwich"), c/o Buckingham, Doolittle & Burroughs, LLP, 191 West Nationwide Boulevard, Columbus, Ohio 43215 and its successors and assigns. Greenwich is represented by and can be bound to this agreement by its representative and attorney Donald B. Leach, Jr. All parties are fully competent, not minors, and are completely capable and freely willing to enter into this Agreement.

The purpose of this Agreement is to establish a binding Agreement for the payment by the Commissioners to the attorney trust account of Buckingham, Doolittle & Burroughs, LLP (hereinafter "BDB"), on behalf of the surety, Greenwich, of certain funds remaining to be paid by the Commissioners to Riverside Masonry, LLC d.b.a. C&R Masonry of Michigan (hereinafter "C&R Masonry") on a contract for masonry work on the Delaware County Services Building a.k.a the Hayes Building (hereinafter "the building") during the building's construction.

WHEREAS, C&R Masonry was the masonry contractor on the building and Stone Centers of Ohio, Inc. (hereinafter "Stone Centers") was a subcontractor of C&R Masonry on the building, and;

WHEREAS, Greenwich and C&R Masonry executed a Bid Guaranty and Contract Bond No. SEC 1000738 (hereinafter "Bond") whereby Greenwich acted as a surety of C&R Masonry's performance of masonry work on the building, and;

WHEREAS, C&R Masonry became insolvent and unable to pay its subcontractors, including Stone Centers for work, services or, materials they performed or provided for the building, and;

WHEREAS, Stone Centers brought an action in Delaware County Common Please Court, case number 03CVH03193, against C&R Masonry, Greenwich, and the Commissioners claiming compensation for materials and services rendered as a subcontractor for C&R Masonry on the building, and;

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WHEREAS, Greenwich, as the surety, fully satisfied Stone Center’s claim and Stone Centers dismissed the case with prejudice against Greenwich and without prejudice against C&R Masonry and the Commissioners, and;

WHEREAS, Bank One, NA (hereafter “Bank One”) claims that it is a secured creditor of C&R Masonry and that Bank One has indicated that it will settle its claims with Donald B. Leach, Jr. on behalf of Greenwich, and;

WHEREAS, due to C&R Masonry’s insolvency, the Commissioners continue to hold certain funds that were originally intended to compensate C&R Masonry for masonry work on the building and that presumably C&R Masonry would have used, at least in part, to pay its various creditors, including subcontractors.

NOW THEREFORE IT IS AGREED, that the Commissioners will pay the remaining total sum of \$98,247.00, originally set aside by the Commissioners for masonry work performed on the building, to Greenwich. Said sum is to be deposited in BDB’s attorney trust account to be used by the surety, (1) to actively settle any and all present and future claims or disputes, both known and unknown, timely made and properly substantiated by any and all subcontractors or creditors of C&R Masonry, including but not limited to Bank One and Stone Centers, for or related to work, services, or materials that such subcontractors or creditors performed for or provided to C&R Masonry on the building or (2) for any other purpose authorized by the Bond/General Indemnity Agreement between Greenwich and C&R Masonry. As a result of this payment, the Commissioners, or anyone employed on their behalf, will from the date of this agreement forward, forward to Donald B. Leach Jr., on behalf of Greenwich, any and all claims received from subcontractors or creditors of C&R Masonry for compensation from C&R Masonry for work, services, or materials used in, on, or for the masonry work on the building.

IT IS ADDITIONALLY AGREED, that as consideration for this agreement and the receipt of said funds, Greenwich agrees to hold the Commissioners, Delaware County, Ohio and any and all employees of Delaware County, Ohio harmless, and defend the same in accordance with the terms, but not exceeding the terms of the Bond which by this reference is incorporated herein in its entirety, for any and all future claims made by any and all subcontractors or creditors of C&R Masonry for or related to the work, services, or materials performed for or provided to C&R Masonry on the building.

LASTLY IT IS AGREED, that this document is the full and complete agreement of the parties, that it does not expand the duties of Greenwich under the Bond and that all disputes arising from this agreement are governed by the laws of Ohio and are to be brought and heard in the courts of Delaware County, Ohio.

Therefore Be It Resolved, that the Commissioners approve a Supplemental Appropriation of \$100,000.00 to 40411412-5410 Cap-Adm. Building, and

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher to Greenwich Insurance Company in the amount of \$98,247.00.

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

RESOLUTION NO. 03-1033

IN THE MATTER OF STATING THE INTENTION OF THE BOARD OF COUNTY COMMISSIONERS TO DESIGNATE THE DELAWARE COUNTY BOARD OF COMMISSIONERS AS THE APPOINTING AUTHORITY FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following:

Whereas, Ohio Revised Code (ORC) section 3125.10 requires each county to establish a Child Support Enforcement Agency, and

Whereas, ORC 3125.10 allows a private or government entity designated under ORC section 307.98.1 to serve as a county’s child support enforcement agency, and

Whereas, to the extent permitted by federal law, including subpart F of 5 C.F.R. part 900, and subject to any limitations established by the Revised Code, including division (H) of ORC section 307.98.1, a board of county commissioners may designate any private or government entity within this state to serve as a child support enforcement agency, and

Whereas, ORC section 307.98.1 (C) allows a Board of County Commissioners to change the designation it makes under division (B) of ORC section 307.98.1 by designating another private or government entity, and

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

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Section I. That it is the intention of the Delaware County Commissioners to designate the Child Support Enforcement Agency as a stand-alone Agency to provide services in accordance with ORC 3125.10.

Section II. That the Child Support Enforcement Agency will be a unit under the direction of the Board of County Commissioners, subject to the rules and policies adopted by the Delaware County Board of Commissioners for the orderly and efficient operations of the agency

Section III. That the Board of Delaware County Commissioners requires that this resolution be sent to the director of jobs and services as notification of said change not less than sixty days prior to the effective date of the change in appointing authority

Section IV. That the Board of Delaware County Commissioners requires that this resolution be sent to the Delaware Gazette to publish said resolution as notice in a newspaper of general circulation not less than sixty days prior to the effective date of the change in appointing authority

Section V. The change in appointing authority will take effect as of October 25, 2003.

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

RESOLUTION NO. 03-1034

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION AND CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn into Executive Session at 9:58AM.

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

RESOLUTION NO. 03-1035

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn out of Executive Session at 11:05AM.

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward