

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 10, 2004

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

8:00 AM Prosecutor Session

PUBLIC COMMENT

RESOLUTION NO. 04-580

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 6, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held May 6, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-581

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBER CMAPR057 AND MEMO TRANSFERS AS LISTED:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR057 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Carolyn Chute	Day Care	22411606-5348	\$ 8,000.00
Small World Child Care	Day Care	22411606-5348	\$ 6,000.00
Vouchers			
US Filter	Bioxide Chemicals	65211919-5290	\$ 12,871.25
State of Ohio Treasurer	State Audit	10011102-5301	\$ 13,236.73
Buildmor Inc.	Fuel Tanks	40111402-5410	\$ 12,040.00
Buildmor Inc.	Fuel Tanks	65211905-545045035	\$ 12,040.00
Memo Transfers			
<u>To</u>	<u>From</u>	<u>Description</u>	<u>Amount</u>
DCBDD	Job and Family Services	Cluster Reimbursements	\$ 13,540.75
29519000-4539	22511608-4536		

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

RESOLUTION NO. 04-582

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM BOB FISH GUY MARKET & BISTRO INC. TO CARIBBEAN JERKS LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Bob Fish Guy Market & Bistro INC has requested a transfer of D1, D2, D3 and D6 permits located at 1262 E Powell Road Orange Twp, Lewis Center, Ohio 43035 to Caribbean Jerks LLC at the same address, and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 04-583

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IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Joyce Chidester attend a Mistake-Free Grammar and Proofreading Training in Columbus, Ohio June 3, 2004, at the cost of \$99.00.

The Department of Job and Family Services is requesting that Lee Hayes and Pam Pruett attend a Supervisor Training in Columbus, Ohio June 29, 2004, at the cost of \$258.00.

The Department of Job and Family Services is requesting that Lee Hayes, Carrie Block and Beth Sommers attend a Child Welfare Training Meeting in Pickerington, Ohio May 11, 2004, at no cost.

The CSEA Department is requesting that Susan Brown attend a OCDA General Meeting in Columbus, Ohio May 13, 2004, at no cost.

The Facilities Department is requesting that Jack Prim and Jon Melvin attend the CCAO Summer Facilities Managers Association Meeting in Erie County June 14, 2004, at the cost of \$130.00.

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

RESOLUTION NO. 04-584

IN THE MATTER OF PROCLAIMING MAY 9th THROUGH MAY 15th, 2004 NATIONAL POLICE WEEK:

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

WHEREAS, On April 10, 1962, President John F. Kennedy signed into Public Law, proclaiming May 15th be declared "Peace Officers' Memorial Day" and that the week each year containing May 15th be proclaimed National Police Week, and

WHEREAS, The Board of Commissioners of Delaware County recognizes the dedication and sacrifice the Peace Officers of this County make for the protection and well being of all citizens, and

WHEREAS, The Police Officers of Delaware County will be honoring their fallen and deceased brothers and sisters across the nation during the week of May 9th through May 15th and on Sunday May 16th.

Now Therefore Be it Resolved, The Delaware County Commissioners do hereby proclaim the week of May 9th through May 15, 2004, National Police Week in the County of Delaware, Ohio to honor America's Peace officers who have made the supreme sacrifice while carrying out their duties to our nation and its communities, and to the Peace Officers of Delaware County who have dedicated their lives to law enforcement.

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

RESOLUTION NO. 04-585

IN THE MATTER OF PROCLAIMING MAY 10 TO MAY 16, 2004 SALVATION ARMY WEEK IN DELAWARE COUNTY:

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

Whereas, the Salvation Army's only business in this county of Delaware, Ohio, as everywhere, is still human business, undertaken with joy for the family of humankind to the greater glory of God; and

Whereas, through sound, innovative and professional services, The Salvation Army serves the people of Delaware County, Ohio, with unshakable faith in all, no matter how desperate the situation and views all people as people with possibilities.

Whereas, The Salvation Army acts on behalf of all residents of our community, with neither salvation nor any other condition prerequisite, nor expecting any thanks, yet nonetheless welcoming community support,

Now Therefore the Delaware County Commissioners, do proclaim the period of May 10 to May 16, 2004 Salvation Army Week in Delaware County, Ohio, and do urge all citizens to join us in saluting the steadfast men and women who bind up the broken hearted and renew the heart of our community by their quiet service of compassion.

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

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RESOLUTION NO. 04-586

IN THE MATTER OF APPROVING PLATS FOR JERSEY ACRES; GILTZ SUBDIVISION; SUBDIVISION OF LOT NO. 4268 OF RIVER BEND SUBDIVISION, SECTION 2 AND PLAN FOR THE RAVINES OF ALUM CREEK:

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

Jersey Acres

Situated In The Township Of Trenton, County Of Delaware, State Of Ohio And Being Part Of The Northwest Quarter Of Section 10, Quarter-Township 1, Township 4, Range 16 In The United States Military Lands. Being A Subdivision Of 30.987 Acres, Being Part Of An Original 201.84-Acre Tract Owned By Russell A. And Karen E. Fichtelman As Recorded In Deed Book 323, Page 674 In The Delaware County Recorder's Office. Cost 6.00.

Giltz Subdivision

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, Located In Lot 3, Section 3, Township 3 North, Range 18 West, United States Military Lands, Part Of Lots 192, 193, 194 Of Shuster Subdivision (P.B. 7, Page 49), And Being Part Of A 8.190 Acre Tract Conveyed To One Polaris Company Llc As Described In Official Record Volume 44, Page 1093, County Recorder's Office, Delaware, Ohio. Cost \$6.00.

Subdivision Of Lot No. 4268 Of River Bend Subdivision, Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And Being Located In Farm Lots 16 And 17, Section 3, Township 3, Range 18 Of United States Military Lands, Being A Subdivision Of Lot 4268 Of River Bend Subdivision, Section 2 As Recorded In Plat Cabinet 2, Slides 281-281A Of The Recorder's Office, Delaware County, Ohio Cost \$12.00.

The Ravines Of Alum Creek

Street, Storm And Water Line Improvements, Delaware County, Ohio Township Of Berlin, Lot No. 10, Section 4, Range 18, United States Military Lands. No Cost.

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

RESOLUTION NO. 04-587

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR HARBOR POINTE SECTION 5 AND WILLOW BEND SECTION 3:

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

SUBDIVIDER'S AGREEMENT

Harbor Pointe Section 5

THIS AGREEMENT executed on this 10th day of May, 2004 between **MI HOMES OF CENTRAL OHIO, LLC** as evidenced by the **HARBOR POINTE SECTION 5** Subdivision Plat to be filed with the Delaware County Recorder, 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** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 4/20/04, 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 said 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 on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site

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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.

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the AGREEMENT, the SUBDIVIDER shall deposit **THIRTY-FOUR THOUSAND ONE 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 testing laboratory. 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.

Upon the 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 or 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 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. The 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 privileges to make the improvements stipulated herein.

Willow Bend Section 3

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 10th day of May, 2004 between EDWARDS LAND DEVELOPMENT, as evidenced by the WILLOW BEND SECTION 3 Subdivision Plat to be filed with the Delaware County Recorder, 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 is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 4/21/04, 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 said improvements.

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

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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 on which this **AGREEMENT** is executed 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.

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-ONE THOUSAND FIVE 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 testing laboratory. 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.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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 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. The 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 privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 04 -588

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

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following work permits:

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Permit #	Applicant	Location	Type of Work
U04054	Del-Co Water	Steamtown Road	Install two road bores
U04055	Del-Co Water	Penry Road	Install waterline
U04056	Suburban Natural Gas	Glen Oak Section 3, Phases A&B	Install gas mains
U04057	SBC	S. Old State Road	Directional bore road

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

RESOLUTION NO. 04-589

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND PHILLIP M. AND MATTIE M. HOWELL, HUSBAND AND WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 10TH day of May 2004, by and between PHILLIP M. AND MATTIE M. HOWELL, HUSBAND AND WIFE, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer’s Office)

The purchase of said road right of way is Six Hundred Sixty Seven Dollars (\$667.00), plus One Thousand Sixty Nine Dollars (\$1,069.00) for improvements and Two Hundred Sixty Four Dollars (\$264.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$2,000.00 to Phillip M. and Mattie M. Howell, Husband and Wife.

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

RESOLUTION NO. 04-590

IN THE MATTER OF APPROVING A CHANGE IN PERSONNEL FOR TRAVEL TO ATTEND THE ANNUAL ASSOCIATION OF PUBLIC COMMUNICATION OFFICIALS CONFERENCE:

It was moved by Mr. Ward, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, the Board of County Commissioners approved a travel expense request for John Tracy of Emergency Services to attend the annual Association of Public Communication Officials (APCO) conference, and;

WHEREAS, circumstances dictate that Mr. Tracy remain in the area due to personal reasons, and;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve that Ms. Elissa Sessley, Emergency Communications Training Officer, attend this annual conference in place of Mr. Tracy.

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

RESOLUTION NO. 04-591

IN THE MATTER OF APPROVING JG CONTRACTING COMPANY OF PENNSYLVANIA AS THE VENDOR OF CHOICE FOR PROVIDING TOWERS AND SHELTERS FOR THE COUNTYWIDE DIGITAL 800 MHz RADIO SYSTEM:

It was moved by Mr. Ward, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, the Delaware County Board of Commissioners requested and received proposals and bids on the purchase and installation of Towers and Shelters for the countywide digital 800 MHz radio system, and;

WHEREAS, the proposals received have been reviewed by both the County Division of Emergency Services and RCC Consultants; and

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WHEREAS, during the review by Emergency Services and RCC the proposal by JG Contracting Company represented the "lowest and best" bid for the towers and shelters;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve JG Contracting Company as the vendor of choice and that the County go forward with final contract negotiations for the purchase and installation of the towers and shelters.

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

RESOLUTION NO. 04-592

IN THE MATTER OF APPROVING FLOYD BROWNE ASSOCIATES, INC. AS THE VENDOR OF CHOICE FOR PROVIDING TOWER SITE ASSESSMENTS FOR THE COUNTYWIDE DIGITAL 800 MHz RADIO SYSTEM:

It was moved by Mr. Jordan, seconded by Mr. Ward to adopt the following Resolution:

WHEREAS, the Delaware County Board of Commissioners requested and received Statements of Qualifications for conducting tower site assessments for the countywide digital 800 MHz radio system, and;

WHEREAS, the statements received have been reviewed by Emergency Services and Facilities personnel and the review Committee recommends Floyd Browne Associates, Inc;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve Floyd Browne Associates as the vendor of choice and that the County go forward with contract negotiations for the tower site assessments.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 04-593

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY MANAGEMENT AGENCY:

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

Transfer of Appropriation		AMOUNT
From	To	
21511315-5260	21511315-5450	\$52,615.00
CBRNE Grant/Materials and Supplies	CBRNE Grant/Cap Outlay & Equipment	

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

RESOLUTION NO. 04-594

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH THE DELAWARE METROPOLITAN HOUSING AUTHORITY CONSISTENT WITH THE DELAWARE COUNTY FY 2004 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) CONTINGENT ON DELAWARE COUNTY RECEIVING APPROVAL OF THE CHIP GRANT FROM THE OHIO DEPARTMENT OF DEVELOPMENT:

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

WHEREAS, the State of Ohio, Department of Development (ODOD), provides financial assistance to local governments under the Community Development Block Grant (CDBG) program and the Ohio Housing Trust Fund (OHTF) for the purpose of addressing local housing needs for low income households countywide; and

WHEREAS, Delaware County is applying for FY 2004 Community Housing Improvement Program (CHIP) funding by ODOD, consisting of CDBG and OHTF funds for the purpose of implementing a Tenant Based Rental Assistance Program in coordination with the Delaware Metropolitan Housing Authority (DMHA) to assist eligible low income tenant households; and

WHEREAS, the Tenant Based Rental Assistance Program is intended to enable 30 low income households,

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whose gross income is less than 50% of the area median income, to occupy safe, decent, sanitary housing by providing rental assistance payments.

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

SECTION I. That the Delaware County Board of Commissioners accepts the Joint Letter of Agreement between Delaware County and Delaware Metropolitan Housing Authority, which identifies program elements and itemizes responsibilities for the County and the DMHA.

SECTION II. That an amount up to \$45,000 of CHIP funding will be provided to the DMHA to be used to make monthly rental assistance payments for participating low-income tenant households, and an amount up to \$4,500 of CHIP funding will be provided to the DMHA to be used for administration of the Tenant Based Rental Assistance Program. Such funds shall be provided upon receipt and approval of required supporting documentation detailing program activities.

SECTION III. The Letter of Agreement sets forth the basic program guidelines and requirements for the respective parties to jointly undertake the Tenant Based Rental Assistance Program.

SECTION IV. That the Board of Commissioners authorizes the President of the Board to execute this agreement contingent upon the County receiving the CHIP FY 2004 grant from the Ohio Department of Development.

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

RESOLUTION NO. 04-595

A RESOLUTION AUTHORIZING ENTERING INTO A GRANT AGREEMENT WITH THE VILLAGE OF ASHLEY FOR THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF ASHLEY WATER SYSTEM IMPROVEMENTS PROJECT FOR THE DELAWARE COUNTY RLF PROGRAM YEAR 2004:

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has established a Revolving loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the CDBG/RLF funds may be utilized to assist various projects designed to meet the needs of the community's low and moderate-income households and the National Objectives established for the CDBG Program, and

WHEREAS, the Ohio Environmental Protection Agency (OEPA) has directed the Village of Ashley to either make substantial improvements to its existing water system, or to disconnect from this system and connect to an OEPA approved system in order to serve the future water needs of the Village; and

WHEREAS, after analyzing the costs of these two options, the Village of Ashley has chosen to disconnect from its existing water system and connect to the existing DELCO Water System because of the relative cost effectiveness of this option.

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes entering into an agreement with the Village of Ashley for the use of County RLF funds for RLF Program Year 2004 for an infrastructure assistance in the amount of up to \$101,790 to the Village of Ashley to be provided to the Village as a grant, with the Village committing up to an additional \$11,310 to be allocated for activities associated with the Village of Ashley Water System Improvement Project. The total cost of the project is estimated to be \$113,100. Said RLF Infrastructure grant shall be available for this Project until the established date by which all funds shall be expended.

Section 2. The Village of Ashley shall provide Delaware County with a listing of all required Environmental permits and copies of said permits required to complete the Ashley Water System Improvement Project prior to commencement of construction of the project.

Section 3. That **December 31, 2004** shall hereby be established, as the date by which all activities associated with the Ashley Water System Improvement Project must be completed. All requests for

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payment must be submitted by the Village of Ashley to the Delaware County Department of Economic Development by **January 8, 2005**. All payment processing associated with this Project shall be completed and all grant funds shall be expended by **January 31, 2005**. Final inspection and closeout of the Project shall be completed by the Delaware County Department of Economic Development by **February 28, 2005**. If the Ashley Water System Improvement Project is not completed by this grant completion date and/or if the Village does not obtain all necessary Environmental permits required to complete this project, then the Village of Ashley may be required to repay a portion of or all of the RLF infrastructure grant funds expended on the project to the Delaware County Revolving Loan Fund as determined by Delaware County and/or the State of Ohio Department of Development. The Village of Ashley may request an extension of the completion dates noted above, however, any such request must be submitted by **October 1, 2004**, and the Delaware County Board of Commissioners and the State of Ohio Department of Development must approve any such extension.

Section 4. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 04-596

A RESOLUTION DECLARING THE PROPERTY LOCATED AT 6355 HOWARD ROAD, SUNBURY, OHIO TO BE A "WALK AWAY" FOR PURPOSES OF PROVIDING HOUSING REHABILITATION ASSISTANCE THROUGH THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP):

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program and HOME Investment Partnership program to Delaware County; and

WHEREAS, Delaware County has a Revolving Loan Fund (RLF), which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, for program year 2003, Delaware County allocated RLF funds to establish a Delaware County Housing Improvement Program (DCHIP), having the same policies and requirements as the State of Ohio Department of Development (ODOD) CDBG Community Housing Improvement Program (CHIP), including the requirement that all units rehabbed must be brought up to full ODOD / Office of Housing and Community partnerships (OHCP) Residential Rehabilitation Standards (RRS); and

WHEREAS, the maximum amount of non-lead related assistance for residential rehabilitation that can be provided by the County under the DCHIP program is \$30,000 per single family dwelling; and

WHEREAS, when a County resident applies for DCHIP assistance, the DCHIP Housing Specialist inspects the applicants dwelling to determine if the dwelling can be rehabbed to bring the dwelling up to full RRS standards and within the maximum allowable cost per unit of \$30,000; and

WHEREAS, Clifton Deskins, residing at 6355 Howard Road, has requested residential rehabilitation assistance through the DCHIP program; and

WHEREAS, the DCHIP Housing Specialist from Mid-Ohio Regional Planning Commission (MORPC) has determined that the estimated cost to bring Mr. Deskins dwelling up to full RRS standards is \$83,297 and the DCHIP Housing Specialist from Poggemeyer Design Group has determined that the estimated cost to bring Mr. Deskins dwelling up to full RRS standards is \$61,925; and

WHEREAS, Delaware County has determined that the dwelling located at 6355 Howard Road, in Sunbury, Ohio cannot be brought up to full RRS standards within the maximum amount of funding allowable per dwelling, and therefore, said dwelling cannot be rehabbed within the requirements of the DCHIP.

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

Section 1. That the Delaware County Board of Commissioners determines that the dwelling allocated at 6355 Howard Road should be declared a "Walk Away" per Section VII of the DCHIP Overview and Guidelines, said overview and guidelines being consistent with the requirements of the ODOD CDBG CHIP program, and that no further action be taken under the 2003 DCHIP program to rehab said dwelling.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 04-597

SETTING BID OPENING DATE AND TIME FOR CONVEYANCE AND LAND APPLICATION OF BIOSOLIDS FOR DELAWARE COUNTY WATER RECLAMATION SERVICES:

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

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Board of Commissioners, Delaware, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 a.m.** prevailing time on **June 14, 2004** at which time they will be publicly opened and read and the contract awarded as soon as possible for **Conveyance and Land Application of Biosolids** for Delaware County Water Reclamation Services. Each bid must contain the full name of every person or company interested in same, and must be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware County, Ohio. Bid specifications may be obtained from Olentangy Environmental Control Center, 10333 Olentangy River Road, Powell, Ohio 43065, during normal business hours. The County reserves the right to reject any and all bids, in whole or in part, to waive any informality in any or all bids, to accept the bid or part it deems most favorable to the County after the bids have been examined and checked, and subject to the approval of the County Commissioners. Bids shall be submitted in a sealed envelope marked "Sealed Bid for **Conveyance and Land Application of Biosolids**". No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

1. Instructions and specifications to Bidders

The Delaware County Commissioners Office is soliciting bids for the conveyance and land application of at least 2,000,000 gallons of biosolids. The specifications, requirements and expectations for the contract bid award are as follows:

- 1.1 Delaware County requires firm pricing on a per gallon basis for TWO YEARS from the date of contract execution.
- 1.2 The biosolids are stored at two locations:
 - a. Olentangy Environmental Control Center, (OECC)
10333 Olentangy River Road
Powell, OH 43065
614.436.7999
 - b. Alum Creek Water Reclamation Facility (ACWRF)
7767 Walker Woods Blvd.
Lewis Center, OH 43035
740.549.1906
- 1.3 Either or both of the two locations listed in 1.2 may be the load site.
- 1.4 The contractor shall load at the site determined by the County; travel to a land application site determined by the County; transfer the biosolids to a field application vehicle equipped with high floatation tires; uniformly surface apply or inject the biosolids per Delaware County and OhioEPA regulations.
- 1.5 Field activities are permitted ~~hour~~ 1/2 hour before sunrise to 1/2 hour after sunset, seven days per week. Currently, approved farm fields may be approximately 25 miles, one way from either plant. The contractor may need to secure approved fields.
- 1.6 The biosolids are aerobically digested, thickened to 4-5.5% total solids and meet USEPA 503, Class B criteria.
- 1.7 The Contractor may use the County's progressive cavity pumps: a) pump rate at OECC is 260-300gpm, the fill port is a 6 inch female camlock fitting attached to a flexible hose. b) pump rate at ACWRF is 400-450 gpm, same camlock fitting or overhead filling is available. No tank railings may be removed.
- 1.8 The road truck drivers must have a valid Commercial Drivers License.
- 1.9 All bidders shall include proof of general liability insurance.
- 1.10 All bidders shall include three references, preferable from users of your land application services.
- 1.11 Spills shall be cleaned up by the Contractor in accordance with State and Federal Regulations and Guidelines.
- 1.12 Start and stop times and dates will be determined by the County.
- 1.13 Commercial terms: 100% compensation for production per County fiscal year (same as calendar year)

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

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There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners