

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 2, 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

- 9:00 AM Executive Session
- 2:00 PM Bid Opening Date And Time For Shawnee Square Wastewater Treatment Plant Removal & Disposal
- 5:00 PM Request For Proposals/Request For Qualifications For A Qualified Firm To Submit Proposals For Grant Consulting Services
- 7:30 PM Reconvening The Public Hearing For Consideration Of The Sheets #318 Ditch Petition Filed By Glenn T. Sheets And Others

RESOLUTION NO. 04-929

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR 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 Mr. Ward to adjourn into Executive Session at 9:00AM.

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

RESOLUTION NO. 04-930

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 10:45AM.

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

PUBLIC COMMENT

RESOLUTION NO. 04-931

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 29, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held July 29, 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. 04-932

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0730:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0730 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Alternative Services Concepts	Liability Insurance Claims	60111901-5370	\$ 5,150.00
Build Mor Inc.	Diesel Pump/Alum Creek	65211919-5260	\$ 5,538.00
Pitney Bowes Credit Corp	2 Station Sheet Feeder/Sealer	65111904-5450	\$ 8,965.00
Decrease			
Whitney Ink	Auto Sealer	65111904-5450	\$ 10,105.00
Increases			
Cornell Abraxas Group Inc.	Residential Treatment	22511607-5342	\$ 6,006.00
Memo Transfer Vouchers			
From	To		
DJFS	DCBDD - MRDD (ISA Dept)	State Cluster	\$ 6,380.62

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

RESOLUTION NO. 04-933**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Administrative Services Department is requesting that Terry Conant attend a Humane Agent Seminar in London, Ohio August 9-13, 2004, at the cost of \$50.00.

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

RESOLUTION NO. 04-934**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR INTENSIVE SUPERVISION PAROLE:**

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

Supplemental Appropriations	Amount
10022202-5001 Intensive Supervision/Compensation	\$ 18,815.20
10022202-5101 Intensive Supervision/Insurance	\$ 5,520.00
10022202-5120 Intensive Supervision/PERS	\$ 2,118.68
10022202-5131 Intensive Supervision/Medicare	\$ 226.72
10022202-5201 Intensive Supervision/Office Supplies	\$ 250.00
10022202-5238 Intensive Supervision/Safety & Security	\$ 800.00
10022202-5243 Intensive Supervision/Drugs	\$ 150.00
10022202-5305 Intensive Supervision/Training	\$ 250.00
10022202-5330 Intensive Supervision/Phone	\$ 440.00

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

RESOLUTION NO. 04-935**RECONVENING THE PUBLIC HEARING FOR CONSIDERATION OF THE SHEETS #318 DITCH PETITION FILED BY GLENN T. SHEETS AND OTHERS:**

It was moved by Mr. Jordan, seconded by Mr. Ward to reconvene the Public Hearing at 7:45PM.

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

RESOLUTION NO. 04-936**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE SHEETS #318 DITCH PETITION FILED BY GLENN T. SHEETS AND OTHERS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to close the Public Hearing at 8:17PM.

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

RESOLUTION NO. 04-937**IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE SHEETS #318 DITCH PETITION FILED BY GLENN T. SHEETS AND OTHERS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to go forward with the project.

Whereas, on January 7, 2004, a Ditch Petition to purposed Sheets #318 Ditch was filed with the Delaware County Commissioners, and

Whereas, the Board of Commissioners of Delaware County on June 7, 2004 at 7:30PM, opened a public hearing, which was continued on August 2, 2004 at 7:30PM, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Sheets #318 Ditch, and

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Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed Sheets #318 Ditch. Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

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

RESOLUTION NO. 04-938

IN THE MATTER OF APPROVING PLAT AND DITCH MAINTENANCE PETITION FOR KILLDEER MEADOWS SECTION 1:

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

Killdeer Meadows Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Berkshire, Located In Farm Lot 27, Quarter Section 3, Township 4, Range 17, United States Military Lands, Being 9.689 Acres Out Of The Original 82.902 Acre Tract Conveyed To Mobley Homes Of Ohio Llc As Recorded In Official Record 397, Page 904 Recorder's Office Delaware County, Ohio. Cost \$36.00.

Ditch Maintenance Petition- Killdeer Meadows Section 1

We the undersigned owners of 9.689 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as **Killdeer Meadows Section 1** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Killdeer Meadows Section 1** Subdivision.

The cost of the drainage improvements is \$113,943.20 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Twelve (12) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$9,495.27 per lot. An annual maintenance fee equal to 2% of this basis \$189.91 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 04-939

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR OLDEFIELD ESTATES AND ROAD DITCH SETBACK FOR TARRAGON ESTATES ON TRENTON ROAD:

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

Oldefield Estates

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 2nd day of August, 2004 between **M/I SCHOTTENSTEIN**

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HOMES as evidenced by the **OLDEFIELD ESTATES** 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 7/23/04, 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 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 **SEVENTY THOUSAND 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**

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COUNTY, OHIO, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

Road Ditch Setback for Tarragon Estates on Trenton Road

**SUBDIVIDER’S AGREEMENT
FOR
DRAINAGE IMPROVEMENTS**

THIS AGREEMENT made and entered into this 2nd day of August 2004, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **MONSUL HOMES LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**Road Ditch Setback for Tarragon Estates on Trenton Road**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** shall deposit **ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
4. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
5. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2004**.
7. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
8. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
9. If the **SUBDIVIDER** should 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**.
10. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
11. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 04 -940

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

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

Permit #	Applicant	Location	Type of Work
U04099	Columbia Gas	Sawmill Circle	Install gas main
U04100	Columbia Gas	Creighton Drive	Install gas main
U04101	Columbia Gas	Cheshire Road/Falling Meadows Dr.	Bore w/6” gas line
U04110	SBC	Powell Road	Place plastic conduit
U04116	Columbia Gas	Sawmill Road	Install gas main
U04118	Suburban Natural Gas	Vinmar Farms Section 1	Install gas mains
U04120	American Electric Power	Hudson Road	Replace pole
U04121	Sprint	Horseshoe Road	Relocate aerial & fiber cable
U04122	Del-Co Water	Center Street – Olive Green	Install waterline

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

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RESOLUTION NO. 04-941**IN THE MATTER OF ACCEPTING AND AWARDING THE BID FROM ABC – COLUMBUS FOR THE PURCHASE OF DUMP TRUCK EQUIPMENT:**

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

Dump Truck Bid Opening of July 19, 2004

As a result of the referenced bid opening, The Engineer recommends that a bid award be made to ABC – Columbus, the low bidder for this equipment. The total bid for this truck was \$16,050 versus a quote of \$21,411 from the only other bidder, Kaffenbarger Truck Equipment Company.

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

RESOLUTION NO. 04 -942**IN THE MATTER OF APPROVING AN AGREEMENT WITH COLUMBIA GAS OF OHIO FOR THE RELOCATION OF A PIPELINE LOCATED ON MAXTOWN, TUSSIC & SUNBURY ROADS, IN WESTERVILLE, OHIO:**

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

AGREEMENT

THIS AGREEMENT, made this 2nd day of August 2004, between Columbia Gas of Ohio, Inc. having an office and place of business at 200 Civic Center Drive, Columbus, Ohio 43215, hereinafter referred to as "COLUMBIA" and (*THE DELAWARE COUNTY COMMISSIONERS*) Ryan Mraz of the Delaware County Engineers, hereinafter referred to as 'REQUESTOR':

WHEREAS, Columbia owns and operates a 4 & 6 inch gas pipeline, located on Maxtown, Tussic & Sunbury Roads, in Westerville, Ohio, Delaware County, and

Whereas, Requestor wishes to have said pipeline relocated in order to permit certain construction in the vicinity of the pipeline, and Columbia is willing to relocate said pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the parties hereby intending to be legally bound, they do hereby promise and agree as follows:

1. Requestor agrees to pay 100 percent of the actual cost of the relocation.
2. Requestor agrees to deposit the sum of \$0 with Columbia, which sum is an estimated cost of relocating Columbia's pipeline. If Requestor decides to cancel or postpone indefinitely the contemplated construction project, Requestor agrees to reimburse Columbia for all costs expended or obligated at the time of cancellation or indefinite postponement, including costs which may have to be expended to restore the premises to their original condition, said amount to be deducted from the deposit.
3. Upon written execution of this agreement by Columbia and the receipt of said sum of \$0 from Requestor, Columbia agrees to begin plans to relocate said pipeline. Columbia will physically relocate said pipeline as mutually agreed to when all necessary rights of way have been secured and all material is available.
4. Upon completion of said relocation, Columbia shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof. If the actual cost of said relocation is more than the amount of the deposit, Requestor shall promptly pay the excess over the amount deposited to Columbia. If the actual cost is less than the amount of the deposit, Columbia shall promptly return to Requestor the excess of the deposit.
5. It is understood and agreed between the Parties hereto that this project will not be commenced until such time as such relocation will not impair the operations of Columbia in its service of gas to its customers.
6. Request relieves Company from any responsibility for any damage which may occur because of Company's construction of that section of pipeline covered hereunder.

ESTIMATED COST OF THE PIPELINE RELOCATION PROJECT:

Columbia Gas's Total estimate for this project is \$89,539.00, for which 59% is considered reimbursable.

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(Total Columbia Gas footage of project = 2,591 feet; footage in Public right-of-way = 1074 feet; footage in existing easement = 1517 and equates to the 59% that is reimbursable.

MATERIALS	\$ 10,815.00
CONTRACT LABOR	\$ 46,233.00
COMPANY LABOR	\$ 3,616.00
LABOR OVERHEAD	\$ 2,282.00
VEHICLES	\$ 3,548.00
ALLOWANCE FOR FUNDS	\$ 59.00
CONSTRUCTION OVERHEADS	\$ 14,606.00
EASEMENT ACQUISITION	\$ 2,500.00
SURVEYING/CONSULTING	\$ 5,880.00
TOTAL	\$ 89,539.00
TOTAL AT 59%	\$ 52,828.00

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

RESOLUTION NO. 04-943

IN THE MATTER OF APPROVING A RECOMMENDATION BY THE DELAWARE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) TO APPROVE THE APPOINTMENT OF A PRIMARY AND ALTERNATE FIRE REPRESENTATIVE TO THE LEPC:

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

WHEREAS, in accordance with the Ohio Revised Code Section 3750.03(b) the Local Emergency Planning Committee recommends to the Board of Commissioners to approve the appointment of Chief Troy Morris as the primary and Chief Dale Lipps as the alternate Fire representatives to the LEPC effective 2 August 2004.

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. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-944

IN THE MATTER OF APPROVING A CONTRACT WITH CONSOLIDATED ELECTRIC COOPERATIVE, INC TO PROVIDE POWER TO THE SCIOTO MEDIC TOWER SITE:

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

WHEREAS, the Delaware Board of Commissioners is constructing a tower site at the Scioto Medic 8 station at 6457 Marysville Road for the countywide 800 MHz digital radio system; and,

WHEREAS, this facility requires electricity as the primary operation power source; and

WHEREAS, existing power lines and transformer are insufficient for the needs of the site;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract with Consolidated Electric Cooperative, Inc. to provide underground lines and transformer to the site location at a cost of \$4,692.00.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the appropriation of \$4,692.00 for Account 41111421, Object Code 5401.

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

RESOLUTION NO. 04-945

IN THE MATTER OF PROCLAIMING AUGUST, 2004 AS CHILD SUPPORT AWARENESS MONTH IN DELAWARE COUNTY:

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

PROCLAMATION

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Whereas, The Delaware County Board of Commissioners agrees that child support makes a difference in a child's life and is an essential element in providing family stability, helping children grow up safe and healthy and providing children with the opportunity for a better life, and

Whereas, working partnerships among government agencies, parents, legislators, attorneys, judges, healthcare professionals, advocates, employers, and other organizations and community groups are critical to developing an effective child support program, and

Whereas, the Board of Commissioners agrees with the importance of education and outreach as part of a customer service philosophy and as of efforts to help encourage compliance with court-ordered obligations for child support, and

Whereas, in order for Delaware County to continue to build upon its successes in child support, continued education, outreach, and awareness of child support are required,

Now Therefore be it resolved, that we the Delaware County Board of Commissioners, do hereby declare the month of

August, 2004

As

Child Support Awareness Month

in Delaware County and encourage all citizens to participate in the planned activities in keeping with the statewide theme of "Making a Difference in the Life of a Child," promoting partnerships that help ensure that the children of Delaware County receive the financial support they deserve.

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

RESOLUTION NO. 04-946

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE CHILD SUPPORT AND COMMUNITY AWARENESS DAY, SCHEDULED AUGUST 10, 2004 FROM 2:00 PM TO 6:30 PM:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Child Support Enforcement Agency has scheduled a Child Support and Community Awareness Day for August 10, 2004 from 2:00 pm until 6:30 pm for the purpose of promotion of the state of Ohio's Child Support Awareness month; to raise community awareness of Delaware Counties' Child Support Program; to promote the services that the Agency offers and to raise the public's awareness of other Delaware County programs and services that assist children and families. The intent of this event is to bring all community partners together as a corroborative effort to educate the public in showing that it takes "a community to raise a child".

(The funds requested will be used to purchase refreshments and other amenities to promote the event. Local vendors will also be contributing non-monetary donations, such as food items. The public purpose of the event is to promote services available to the public by the Child Support Enforcement Agency; to educate the public as to the necessity of these services and to educate and promote all other public programs in the community that provide aid to children and families.

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 the use of Delaware County Child Support Enforcement Agency funds in an amount not to exceed \$200.00, to assist in funding the purchase of refreshments and other amenities for The Child Support and Community Awareness Day event.

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

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RESOLUTION NO. 04-947**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR WOODS AT BLACKHAWK SECTION 1:**

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the following Sanitary Subdivider's Agreement:

Woods at Blackhawk Section 1

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 2nd day of August 2004, by and between **Homewood, Inc.**, as evidenced by the **Woods at Blackhawk Section 1** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, and the Village Council of Galena, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$41,300.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 14 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$147,012.75) 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 and 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive 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 (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but 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 the plans and specifications and shall have 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.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$11,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$70.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be

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assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and CD-ROM in Autocad DWG files.

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 materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the 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 said 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 DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 04-948

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR TARTAN FIELDS:

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

Transfer of Appropriation		AMOUNT
66011912-5380	66011912-5238	\$ 600.00
Sanitary Tartan Fields/Other	Sanitary Tartan Fields/Safety & Security	

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

RESOLUTION NO. 04-949

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR TAX YEAR 2005:

It was moved by Mr. Jordan, seconded by Mr. Ward to certify to the County Auditor the delinquent accounts for placement on the tax duplicate. (Itemized listing available for review at the Commissioners Office until no longer of Administrative value).

Total dollar amount of the delinquent accounts to be assessed to 2005 taxes-\$184,281.63

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

RESOLUTION NO. 04-950

IN THE MATTER OF APPROVING AN AGREEMENT WITH SYNAGRO MIDWEST FOR CONVEYANCE AND LAND APPLICATION OF BIOSOLIDS FOR DELAWARE COUNTY:

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

AGREEMENT

THIS AGREEMENT, MADE THIS 2nd day of August 2004, by and between The Delaware County Commissioners, hereinafter called "OWNER" and Synagro Midwest, doing business as (individual, partnership, or corporation) hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter

Mentioned:

1. The CONTRACTOR will furnish and deliver Conveyance and Land Application of Biosolids for Delaware County
2. The CONTRACTOR will furnish all of the services described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the term of the contract.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) Form of Noncollusion Affidavit
 - (E) Agreement
 - (F) Legal and Fiscal Officers
 - (G) NOTICE OF AWARD
 - (H) NOTICE TO PROCEED
 - (I) CHANGE ORDER
 - (J) General instructions to Bidder
 - (K) SPECIFICATIONS
 - (L) ADDENDA:

No. _____, dated _____, 20_____
 No. _____, dated _____, 20_____
 No. _____, dated _____, 20_____

6. The OWNER will pay the CONTRACTOR monthly within 30 days after delivery and acceptance of the invoice.
 In the event the OWNER or the CONTRACTOR desires to terminate this AGREEMENT, it may be terminated upon 30 day written notice by the party desiring to terminate. The CONTRACTOR shall be paid for services performed up to the time of termination.
7. This agreement shall become effective upon execution, and remain in effect through for two years after contract execution.

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

RESOLUTION NO. 04-951

IN THE MATTER OF APPROVING A CONTRACT FOR USE OF LAND BETWEEN DELAWARE COUNTY AND WALNUT VIEW FARMS, INC:

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

**CONTRACT FOR USE OF LAND
BETWEEN DELAWARE COUNTY AND**

FARM OPERATOR NAME: Walnut View Farms, Inc.
 ADDRESS: 3727 Creek Road, Sunbury, OH 43074
 (740) 965-2702

TAX ID NO:

This contract is for the use of 99 acres of agricultural land owned by

Carl Gadshall, farmed and rented by above named operator located at:

1. 39 acres; 7931 US36, Sunbury, Ohio 43074.
2. 60 acres; southwest intersection of US36 and South Galena Rd.

For the application of biosolids by Delaware County or contractor.

This contract is for the use of ninety nine acres (99) at the rate of one hundred twenty five dollars (\$125.00) per acre, for a total contract price of twelve thousand three hundred seventy five dollars (\$12,375.00).

This contract is limited and the parties are bound by the following conditions:

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CONDITIONS

1. The period of use beginning on or about July 20, 2004 (after the winter wheat harvest) and ending on - March 1, 2005.
2. The biosolids shall be applied by injection into the soil or surface application, at the discretion of Walnut View Farms to all or part of parcels 41722001017000 and 41724002001000 which lie on US 36 west of South Galena Road in Berkshire Township, Delaware County.
3. The field(s) described in Condition 2 will not be used if soil conditions, due to moisture will be adversely affected by the field vehicles. This determination shall be made by Delaware County and owner/farm operator.
4. Any change in the total number of acres used by Delaware County either at the behest of the owner or by Delaware County, either as a result of Condition 3 or any other reason, shall result in the contract price being renegotiated.
5. Payment to the Owner will be made within thirty days (30) of the beginning of the period stated in Condition 1.
6. This contract constitutes the entire agreement between the parties relating to the use of the Owner's land and supersedes all other prior or concurrent, oral or, written agreements or understandings relating to the use of the owner's land.
7. The landowner shall defend, indemnify and hold Delaware County, after the start date of the period described in condition 1, and its agents and employees, harmless from and against any and all loss or liability sustained, in respect of any and all losses, suits, proceedings, demands, judgments, damages, expenses and costs (including reasonable attorney's fees and litigation expenses) (collectively 'Damages'), which it may suffer or incur by reason of (a) the breach of any of the representations and warranties of Landowner contained in this Contract; and (b) the breach of any agreements made by him in this Contract; and (c) the County's performance of any of its obligations under this Contract.
8. The farm operator shall maintain a soil pH equal to or greater than 5.5 SU.
9. The farm operator shall control weeds by chemical treatment, mowing, and/or working the soil.

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners