

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 30, 2004

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

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

10:00 AM Bid Opening Date And Time For Office Supplies For Delaware County

10:00 AM Bid Opening Date And Time For The Project Known As The 2004 Pavement Marking Program (50 Channing Street)

PUBLIC COMMENT

Larry Fisher, The Emergency Medical Services Director, and a local family recognized members of the 911 Telecommunications staff, Paramedics and A Local Fire Department for saving the life of a child. The Emergency Medical Dispatching system was used by the 911 Operators to help the family when the 911 call was placed.

Complete recorded of comments available on CD of Minutes.

RESOLUTION NO. 04-1055

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 26, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held August 26, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-1056

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0827 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0827:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0827, memo transfers in batch numbers MTAPR0827 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
City of Dublin	Reimbursement/Sewer Charges	65211905-5319	\$ 45,000.00
Lehner Excavating Inc.	Galena Drainage Improvements FY 03	23011704-5365	\$ 36,000.00
HB Products Corp.	Cleaning & Janitorial Services/Del Co.	10011105-5222	\$ 10,000.00
<b>Increases</b>			
Thomas C. Clark	Public Defender Services	10011202-5301	\$ 5,000.00
Blue's Auto Service	Liability Insurance Claims/2004	60111901-5370	\$ 20,000.00
Sylvia McElwain	Court Reporter	10011202-5301	\$ 5,000.00
<b>Vouchers</b>			
US Filter	Bioxide Chemicals	65211905-5290	\$ 7,000.00
US Filter	Bioxide Chemicals	65211919-5290	\$ 7,008.75
Ameritas Group Dental	August Premiums	75010903-5370	\$ 10,371.49
<b>Memo Transfer</b>			
<b>From</b>	<b>To</b>		
DJFS 22511608-5342	Delaware County Board of MRDD 29519000-4539	Cluster Agreement Reimbursement from State	\$ 18,888.70

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

RESOLUTION NO. 04-1057

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Auditor's Office is requesting an increase to Todd Hank's travel request for August 12, 17 & 18, 2004 in the amount of \$10.00.

The Administrative Services Department is requesting that Robert Ferguson and Darryl Evans attend a National Animal Control Academy I Training in Columbus, Ohio October 11 to 15, 2004, at the cost of \$950.00.

The Department of Job and Family Services is requesting that Mona Reilly and Marsha Coleman attend a PCSAO Annual Conference in Worthington, Ohio September 23, 2004, at the cost of \$250.00.

The EMS Department is requesting that David Hall, Larry Fisher and Rob Farmer attend a Presentation by William E. Fairweather (from the U.S. Department of Homeland Security) in Columbus, Ohio September 10, 2004, at the cost of \$105.00.

The Auditor's Office is requesting that Jane Tinker attend a Bi-Tech Software Users Group Conference in San Diego, California October 13 to 16, 2004, at the cost of \$1,260.00.

The Court of Common Pleas is requesting that Lorrie Richards, Kara Clark, Erin Cook and Robin Halliwell attend a Stress Management Seminar in Columbus, Ohio October 27, 2004, at the cost of \$236.00.

The Environmental Services Department is requesting that William K. Brutchey attend a Wastewater Analyst Workshop in Columbus, Ohio September 17, 2004, at the cost of \$100.00.

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

**RESOLUTION NO. 04-1058**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR AFRICA ROAD LEFT TURN LANE IMPROVEMENT AND BIG WALNUT ROAD WIDENING WEST OF THE BRIDGE:**

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

**Africa Road Left Turn Lane Improvement**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 30<sup>th</sup> 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 **CHARLIE VINCE**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**AFRICA ROAD LEFT TURN LANE IMPROVEMENT**" 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 their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **TWENTY THOUSAND SEVEN HUNDRED DOLLARS** 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**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. 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.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2005**.
8. 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**".
9. 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.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the

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**SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

11. 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**.

12. 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.

**Big Walnut Road Widening West Of The Bridge**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 30<sup>th</sup> 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 **TOLL BROTHERS, INC.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**BIG WALNUT ROAD WIDENING WEST OF THE BRIDGE**" 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** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED FORTY-TWO THOUSAND DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".

4. The **SUBDIVIDER** shall deposit **NINETEEN THOUSAND DOLLARS** 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**.

5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

6. 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.

7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2005**.

8. 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**".

9. 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.

10. 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**.

11. 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**.

12. 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                      Mr. Ward                      Aye                      Mr. Jordan                      Absent                      Mrs. Martin                      Aye

**RESOLUTION NO. 04-1059**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR TRADITIONS AT HIGHLAND LAKES PHASE 1:**

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

**Traditions at Highland Lakes Phase 1**

The roadway to be accepted is as follows:

- An addition of 0.01 mile to **Township Road Number 1255, St. Medan Drive**

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The Engineer also recommends that a 25-mile per hour speed limits be established throughout the project.

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

**RESOLUTION NO. 04-1060**

**IN THE MATTER OF APPROVING THE RELEASE OF THE CONSTRUCTION SURETIES FOR THE BIG WALNUT ROAD IMPROVEMENTS AT GRAND OAK BOULEVARD & WILLOW BEND LANE:**

It was moved by Mr. Ward, seconded by Mrs. Martin to release the construction sureties for the Big Walnut Road Improvements At Grand Oak Boulevard & Willow Bend Lane:

**Big Walnut Road Improvements At Grand Oak Boulevard & Willow Bend Lane**

The improvements made for the referenced project have been completed to the satisfaction of this office. The Engineer, therefore, request approval to release the developers, Centex Homes and Big Walnut Associates, from their obligations to this project and to return the construction sureties being held for this project.

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

**RESOLUTION NO. 04 -1061**

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

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

Permit #	Applicant	Location	Type of Work
U04133	Verizon	Orangepoint	Place buried cable
U04134	Verizon	Orangepoint	Place buried cable
U04137	American Electric Power	Hyatts Road	Bore road

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

**RESOLUTION NO. 04-1062**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND JAMES H. & JENNIFER A. MCCANN, HUSBAND & WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 30<sup>TH</sup> day of August 2004, by and between JAMES H. & JENNIFER A. McCANN, 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 Seven Thousand Seven Hundred Three Dollars (\$7,703.00), plus Seven Thousand Two Hundred Dollars (\$7,200.00) for improvements and Five Hundred Eighty Five Dollars (\$585.00) 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 \$15,488.00 to James H. & Jennifer A. McCann, Husband & Wife.

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

**RESOLUTION NO. 04-1063**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND JAMES C. & PATRICIA A. CHAMBERS, HUSBAND & WIFE:**

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

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**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 30<sup>TH</sup> day of August 2004, by and between JAMES C. & PATRICIA A. CHAMBERS, 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 Four Thousand Nine Hundred Seven Dollars (\$4,907.00), plus Nineteen Thousand Ninety Three Dollars (\$19,093.00) for improvements and Three Hundred Seventy Eight Dollars (\$378.00) 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 \$24,378.00 to James C. & Patricia A. Chambers, Husband & Wife.

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

**RESOLUTION NO. 04-1064**

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR A PORTABLE LIGHT TOWER:**

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

**DELAWARE COUNTY  
BID SPECIFICATION FOR  
PORTABLE LIGHT TOWER**

Sealed bids will be received by the Delaware County Commissioners **at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015** for **One Portable Light Tower**. Said bid shall be based upon pricing, quality and conformation to the specifications available at the Office of the Delaware County Engineer. Bids will be received until **10:00 a.m. on Monday, September 20, 2004**, at which time said bids shall be opened. An award shall be made at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

All bids shall meet the General Specifications which may be obtained at the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015**. Delivery shall be made within 2 weeks of bid award.

Bids shall be submitted in a sealed envelope and marked "**SEALED BID FOR PORTABLE LIGHT TOWER**".

This **Invitation to Bid** is hereby made a part of the specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

**General Description:**

The Delaware County Engineer's Office is accepting competitive bids for a new **diesel driven light tower with generator** to help in the efficiency of night work and repairs done on County roads by the Delaware County Engineer's Office.

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

**RESOLUTION NO. 04-1065**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:**

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

**AGREEMENT**

This Agreement made and concluded this 30<sup>th</sup> day of August 2004, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware County, Ohio, hereafter "County" and the Olentangy Local School District Board of Education, 814 Shanahan Road, Lewis Center, Delaware County, Ohio, hereafter "School Board".

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WHEREAS, the County is constructing a Countywide 800 MHz Radio system and the Township Law Enforcement and Fire Departments are part of that system; and

WHEREAS, both parties agree that it would be mutually beneficial to work together to ensure adequate radio coverage for public safety forces within all areas of Delaware County; and

WHEREAS, the School Board has offered to provide a 50'X50' space for a 190' (foot) tripod radio tower necessary for this new system at the School Board's existing property located at 814 Shanahan Road, Lewis Center, Delaware County, Ohio 43065; and

NOW, THEREFORE, for and in cooperation between the County and the School Board, the parties agree to the following:

1. The County will provide the 190' Tripod tower, equipment shelter, and safety fencing at the above location at no cost to the School Board.
2. The County will exercise full administrative and operational control regarding access to the tower site at all times.
3. The County agrees that no commercial users will be allowed to place antennas on the tower.
4. The School Board agrees to provide the space for this tower for the life of the Countywide 800 MHz system at a cost of \$1.00 annually to be billed by invoice in January of each year to the Delaware County 9-1-1 Center at 10 Court Street, Delaware, OH 43015
5. This Agreement shall take effect at the earliest period allowed by law.
6. This Agreement shall continue in effect for 30 years, or until such time as either Party renders in writing with at least 365 days notice to the other Party of a date that such Agreement shall be terminated.
7. Each party agrees to the following procedures for dispute resolution. Procedures are specifically designed to deal with any alleged disputes under this Agreement or as a result of any operational procedures that adversely impact either party. Disputes will be submitted in writing and forwarded in each Party's chain of command, to either the Delaware County 9-1-1 Manager or the President of the School Board as appropriate. The Party receiving a dispute has 10 days to respond in writing to the other party. The response should include any findings or recommended solutions to the dispute. If the dispute cannot be resolved through this process, the Emergency Services Director or designated representative will meet with the School Board President or designated representative to arrive at a resolution. If the dispute cannot be resolved, it will be brought before the respective Boards for final resolution.
8. In the event that the County and the School Board have no further use for the tower facility, Delaware County will bear the cost associated with dismantling the tower and all associated equipment.

Further be it resolved that this agreement terminates and voids the previous agreement, resolution # 04-906 between the Boards for a tower location at the Oak Creek Elementary School at 1256 Westwood Drive, Lewis Center, Delaware County, Ohio 43065.

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

**RESOLUTION NO. 04-1066**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY SERVICES DEPARTMENT:**

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

<b>Transfer of Appropriation</b>		<b>Amount</b>
From	To	
10011303-5001 Emergency Medical Services/Compensation	10011303-5345 Emergency Medical Services/Medical & Health	\$61,000.00
21511318-5001 FY03 Part 1/Compensation	21511318-5201 FY 03 Part 1/Office Supplies	\$1,163.40
21511318-5102 FY 03 Part 1/Workers Comp	21511318-5201 FY 03 Part 1/Office Supplies	\$178.42

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

**RESOLUTION NO. 04-1067**

**IN THE MATTER OF SOLICITING A FORMAL PROPOSAL FROM URS CORP. FOR DESIGN OF A NEW SOLID WASTE TRANSFER FACILITY:**

It was moved by Mr. Ward, seconded by Mrs. Martin to adopt the following:

WHEREAS,            Engineering qualifications were publicly solicited for design of a new solid waste transfer facility, and

WHEREAS,            A team comprised of Delaware County employees evaluated four qualifications submittals, and

WHEREAS,            URS Corp. was collectively judged to be the most qualified,

NOW THEREFORE BE IT RESOLVED,            that the Board of Commissioners of Delaware County, State of Ohio, identifies URS Corp. as the most qualified and hereby solicits a formal scope of services and cost proposal from URS Corp. to perform these services.

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

**RESOLUTION NO. 04-1068**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR TARTAN FIELDS PHASES 20 AND 21; SHEFFIELD PARK SECTION 2, PHASES A AND B AND VINMAR FARMS SECTIONS 2 AND 3:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans for Tartan Fields Phases 20 And 21; Sheffield Park Section 2, Phases A And B And Vinmar Farms Sections 2 And 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 04-1069**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION, TRANSFERS OF APPROPRIATIONS AND TRANSFERS OF FUNDS FOR ENVIRONMENTAL SERVICES:**

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

<b>Supplemental Appropriation</b>		AMOUNT
65511918-5101		\$ 14,700.00
Perry Taggart-Health		
<b>Transfer of Appropriation</b>		
From	To	
10011301-5001	10011301-5301	
Code Compliance/Compensation	Code Compliance/Professional Services	\$30,000.00
10011301-5001	10011301-5312	
Code Compliance/Compensation	Code Compliance/Advertising Legal	\$3,400.00
10011301-5001	10011301-5319	
Code Compliance/Compensation	Code Compliance/Reimbursements	\$3,000.00
10011301-5001	10011301-5348	
Code Compliance/Compensation	Code Compliance/Program Services	\$3,000.00
65211919-5450	65211919-5290	
Alum Creek/Machinery & Equip	Alum Creek/Chemicals	\$50,000.00
65211905-5450	65211905-5290	
Sanitary Eng Regional 1A/Machinery & Equip	Sanitary Eng Regional 1A/Chemicals	\$50,000.00

**Transfer of Funds**

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65211919-5801		65111904-4601				
Alum Creek Plant/Transfers		Sanitary Engineer Admin/Interfund Revenue				\$50,000.00
65211905-5801		65111904-4601				
San Engineer Regional 1A/Transfers		Sanitary Engineer Admin/Interfund Revenue				\$50,000.00
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Absent	Mrs. Martin	Aye

**RESOLUTION NO. 04-1070**

**IN THE MATTER OF APPROVING A CONTRACT FOR UNIFORM RENTAL SERVICES FOR DELAWARE COUNTY, OHIO BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CINTAS CORPORATION:**

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

**Delaware County Board of Commissioners  
Contract**

This Contract made by and between:

**Cintas Corporation  
1275 Research Road  
Blacklick, Ohio 43004**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall perform the entire work described in the Bid Documents, which is attached hereto as Exhibit "A" and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**ITB #04-05 – Uniform Rental Services  
For Delaware County, Ohio**

1.2 The Delaware County Board of Commissioners shall agree to all terms of the contractor Standard Uniform Rental Service Agreement, which is attached hereto as Exhibit "B", that are not defined and set by the this Contract and Bid Documents, Exhibit "A". In the event that there is a conflict between and among this Contract, the Bid Documents and the Standard Uniform Rental Service Agreement, this Contract and Bid Documents shall prevail over the Standard Uniform Rental Service Agreement.

**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, not to exceed an estimated annual value of Thirty Five Thousand dollars (\$35,000.00), based upon the unit pricing and discount percentage set forth in the Bid Form, submitted by the Contractor and opened on April 5, 2004.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

**ARTICLE 3**

3.1 The original term of this contract shall be for three (3) years, beginning September 1, 2004, and ending August 31, 2006.

3.2 This contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of



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Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

There being no further business the meeting adjourned.

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Kristopher W. Jordan

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Deborah B. Martin

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James D. Ward

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
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