

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 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**

**Executive Session**

**RESOLUTION NO. 04-1362**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 8:15AM.

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

**RESOLUTION NO. 04-1363**

**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 9:00AM.

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

**PUBLIC COMMENT**

Larry Fisher, Director of the EMS Department informed the Commissioners that on Wednesday November 10, 2004 from 6:00pm to 10:00pm a highly visible Hazard Material Exercise would be occurring at the Delaware City water treatment Plant. As part of the exercise the Delaware County EOC would also be opening. A debriefing will follow the exercise.

**RESOLUTION NO. 04-1364**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 4, 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 November 4, 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. 04-1365**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR115:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR115, and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
<b>Increases</b>			
Bovis Lend Lease	Jail Project	40411414-5410	\$ 85,000.00
Franklin Co. Coroner	Autopsy Work	10030301-5342	\$ 8,800.00
CEBCO	Premiums and Claims	60211902-537037030	\$ 220,000.00
<b>Vouchers</b>			
Buckeye Valley	Day Care	22411610-5348	\$ 6,771.50
BP Products	Gasoline	10011106-522822801	\$ 20,008.06
<b>Memo Transfer</b>			
<b>To:</b>	<b>From:</b>		
FCFC	Health Department	Help Me Grow	\$ 6,044.14
70161606-5601	71251513-4520		

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

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**RESOLUTION NO. 04-1366****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Court of Common Pleas is requesting that Robin Halliwell attend a seminar on Problem Gambling in Mentor, Ohio November 15 & 16, 2004; February 10 & 11, 2005 and April 14 & 15, 2005 at the cost of \$60.00.

The Economic Development Department is requesting that Dottie Brown attend a Community Housing Improvement Program Training in Reynoldsburg, Ohio November 30, 2004, at no cost.

The Emergency Services Department is requesting a \$30.00 increase to the registration of Michele Treadway's previously approved travel request to a Battered Women And Children Seminar.

The Administrative Services Department is requesting that Terry Conant and John King attend a CCAO Winter Conference in Columbus, Ohio November 28 –December 1, 2004, at the cost of \$250.00.

The Administrative Services Department is requesting that Robert Ferguson and Darryl Evans attend Humane Agent Training in Crawford County November 16-19, 2004, at the cost of \$150.00.

Juvenile Court is requesting that Jenny Nicely attend a Self-Mutilation Seminar in Columbus, Ohio December 10, 2004, at the cost of \$119.00.

The Prosecutor's Office is requesting that 10 Prosecuting Attorneys attend the Ohio Prosecuting Attorneys Association Annual Meeting in Columbus, Ohio December 2-4, 2004, at the cost of \$1,222.76.

The Facilities Department is requesting that Jon Melvin attend a Purchasing Association Meeting at the CCAO Winter Conference in Columbus, Ohio November 29 to 30, 2004, at the cost of \$14.00.

The Commissioners' Office is requesting that Deborah Martin, Kris Jordan, Letha George and Jennifer Walraven attend the CCAO Winter Conference November 29 and 30, 2004, at the cost of \$500.00.

The Auditor's Office is requesting that Si Kille attend a Central Ohio AGA Conference in Columbus, Ohio December 6, 2004, at the cost of \$130.00.

The Auditor's Office is requesting that Jane Tinker attend a Central Ohio AGA Conference in Columbus, Ohio December 7, 2004, at the cost of \$130.00.

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

**RESOLUTION NO. 04-1367****IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR HARBOR POINTE SECTION 2 STORM SEWER IMPROVEMENTS AND VINMAR FARMS SECTION 2:**

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

**Harbor Pointe Section 2 Storm Sewer Improvements****SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 8<sup>th</sup> day of November 2004, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **MI HOMES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**HARBOR POINTE SECTION 2 STORM SEWER IMPROVEMENTS**" 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 DOLLARS (\$1,000)** as a non-refundable inspection deposit to cover the costs of inspection by the Delaware County Engineer's Office of the work being performed.

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 **MAY 31, 2005**.

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7. 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.

8. 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**.

9. 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**.

10. 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.

**Vinmar Farms Section 2**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of November 2004, between **DOMINION HOMES**, as evidenced by the **VINMAR FARMS SECTION 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 10/12/04, 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 all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

**ROADWAY AND STORM DRAINAGE**

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

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

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be

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completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The SUBDIVIDER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

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

**CONSTRUCTION**

The SUBDIVIDER shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to Delaware County, as required, "as-built" drawings of the improvements, which plans shall become the property of the County and remain in the office of the Delaware County Engineer.

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

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

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

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

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

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

**RESOLUTION NO. 04-1368**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR ESTATES AT GLEN OAK SECTION 3B AND GLEN OAK SECTION 3A:**

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

**Estates at Glen Oak Section 3B**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2005 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at \$39,600 for the duration of the one year maintenance period. A Bond in that amount is available. The Engineer also request approval to return the Bond being held as construction surety to the developer, Dominion Homes.

**Glen Oak Section 3A**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2005 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at \$88,500 for the duration of the one year maintenance period. A Bond in that amount is available. The Engineer also request approval to return the Bond being held as construction surety to the developer, Dominion Homes.

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

**RESOLUTION NO. 04-1369**

**IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR THE CURVE AND DALE-FORD ROADS - DITCH SETBACK:**

It was moved by Mr. Jordan, seconded by Mr. Ward to release the maintenance bonds for the Curve and Dale-Ford Roads - Ditch Setback:

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**Curve and Dale-Ford Roads - Ditch Setback**

In July, 2003, your Board entered into an Agreement with Holbert and Paykoff, the developers for the above referenced project. As this project has been completed to the satisfaction of this office, The Engineer request approval to return the Letter of Credit posted as construction surety to the developers and that they be released from their obligations to the project.

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

**RESOLUTION NO. 04-1370**

**IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BOND FOR THE SHERMAN ROAD WIDENING FOR SHERMAN LAKES SUBDIVISION:**

It was moved by Mr. Ward, seconded by Mr. Jordan to release the maintenance bond for the Sherman Road Widening For Sherman Lakes Subdivision:

**Sherman Road Widening For Sherman Lakes Subdivision**

In September, 2003, your Board entered into an agreement with T&R Properties, the developer for the above referenced project. Since that time, the Berlin Township Trustees have advised this office that they do not want the improvements for Sherman Road to be performed. As Sherman Road is a Township road, The County Engineer is abiding by the decision of the Township Trustees. Therefore, The Engineer request approval to return the Letter of Credit posted by T&R Properties for this work and release them from any further obligations to this part of the project.

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

**RESOLUTION NO. 04 -1371**

**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:

Permit #	Applicant	Location	Type of Work
U04168	Columbia Gas	Woods at Dornoch 4	Install new gas mains
U04169	Sprint	Perfect Road	Place buried cable
U04170	Verizon	Gooding Boulevard	Place buried cable
U04171	Turnkey Network	Orangepoint Drive	Directional bore

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

**RESOLUTION NO. 04-1372**

**IN THE MATTER OF APPROVING A DRAINAGE EASEMENT RELEASE FOR GLEN OAK SECTION 3, PHASE B:**

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

**Drainage Easement Release-Glen Oak Section 3, Phase B**

The County Engineer has received a request from Evans, Mechwart, Hambleton & Tilton, the engineers for the above referenced project, to release 10 feet of a drainage easement as described below. This request is being made to give the property owners of Lot Numbers 6583 to 6585 in this project additional property while still maintaining an adequate easement. The County has reviewed this request and find no negative impacts as a result of this release. The County Engineer, therefore, request approval to have this easement over Lot Numbers 6583, 6584 and 6585 of the referenced project changes from 30 feet to 20 feet.

RELEASE OF EASEMENT  
0.056 ACRES

Situated in the State of Ohio, County of Delaware, Orange Township, lying in Farms Lot 21, Quarter Township 2, Township 3, Range 18, United States Military Lands and being a strip of land across Lots 6583, 6584 and 6585 of "ESTATES OF GLEN OAK, a subdivision of record in Plat Cabinet 3, Slide 340 and 340-A (all references of records of the Recorder's Office, Delaware County, Ohio), and more particularly bounded and described as follows:

Beginning for reference at a point in the northerly right-of-way line of Summersweet Circle, and the

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southwesterly corner of said Lot 6585;

thence North 03° 35' 11" East, a distance of 89.00 feet, with the westerly line of said Lot 6585, to the TRUE POINT OF BEGINNING;

thence North 03°35'11" East, a distance of 10.00 feet, with the westerly line of said Lot 6585 to a point;

thence North 86°24'49" West, a distance of 243.00 feet, over and across said Lots 6583, 6584 and 6585, to a point in the easterly line of said Lot 6583;

thence South 03°35'11" West, a distance of 10.00 feet, with the easterly line of said Lot 6583, to a point;

thence South 86°24'49" East, a distance of 243.00 feet, over and across said Lots 6583, 6584 and 6585, to a point in the westerly line of said Lot 6585, to the True Point of Beginning, and containing 0.056 acre, more or less,

EVANS, MECHWART, HAMBLETON & TILTON, INC. (James M. Pearsall, P.S. Registered Surveyor No. 7840).

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

**RESOLUTION NO. 04-1373**

**IN THE MATTER OF ESTABLISHMENT OF DRAINAGE EASEMENT-GOODING BOULEVARD AND CORDUROY ROAD:**

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

**Establishment of Drainage Easement-Gooding Boulevard and Corduroy Road**

Planned Communities, Inc. is developing a parcel at the above referenced location by means of a no plat subdivision. However, Delaware County requires a drainage easement to maintain an outlet within this parcel. Since no plat will be recorded, The Engineer request your acceptance of the drainage easement for this parcel per the following description so that this easement may be recorded.

**DESCRIPTION OF DRAINAGE EASEMENT**

**OCTOBER 25, 2004  
EXHIBIT "A"**

Situated in the Township of Orange, County of Delaware, State of Ohio, located in part of Farm Lot 4, Section 2, Township 3, Range 18, United States Military lands, and being part of an original 35.686 acre tract conveyed to North Orange Development, LLC in Official Record Volume 283, Page 916, and more particularly described as follows:

**Commencing** at a railroad spike found at the intersection of centerlines of Gooding Boulevard and Corduroy Road as recorded on the subdivision plat of North Orange Section 1, Phase 2, Part A in Plat Cabinet 3, Slides 303-303B;

Thence, along the centerline of Gooding Boulevard and along the arc of a curve to the right, having a radius of 700.00 feet, a delta angle of 20°08'48", an arc length of 246.14 feet, a chord length of 244.87 feet, and a chord bearing of South 21°31'23" East to a railroad spike found at a point of tangency;

Thence, South 78°33'01" West, leaving said centerline, a distance of 35.00 feet to a 1" iron pin found on the westerly right-of-way line of Gooding Boulevard;

Thence, South 11°26'59" East, along said right-of-way line, a distance of 75.32 feet to an iron pin set;

Thence, South 78°33'01" West, leaving said right-of-way line and through said 35.686 acre tract, a distance of 37.86 feet to a point at the **TRUE PLACE OF BEGINNING** of the Drainage Easement to be described;

Thence, continuing through said 35.686 acre tract, the following three courses and distances:

Course 1)            South 11°13'44" East, a distance of 66.65 feet to a point;

Course 2)            North 76°17'14" West, a distance of 156.76 feet to a point;

Course 3)            North 78°33'01" East, a distance of 142.14 feet to the **TRUE PLACE OF BEGINNING**.

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**Containing** 0.109 acres, more or less.

Subject to a Preservation Easement as recorded in Official Record Volume, Page.

Subject to all other easements, restrictions and right-of-ways of record, if any.

All iron pins set are 5/8" diameter solid iron pins with orange plastic caps stamped "FBA, INC."

The above description is based on and referenced to an exhibit entitled "Exhibit of Drainage Easement" dated October 25, 2004 by Floyd Browne Associates, Inc.

All references are to the Recorder's Office, Delaware County, Ohio.

Bearings are based on the Ohio State Plane Coordinate System of 1983-Lambert Projection, United States Geodetic Services.

William R. Winter, P. S. Registered Surveyor No. 6767

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

**RESOLUTION NO. 04-1374**

**SETTING BID OPENING DATE AND TIME FOR THE NEW DORMITORY AND RENOVATIONS FOR THE DELAWARE COUNTY JAIL FOR BID PACKAGE SEVENTEEN – ELEVATORS:**

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

**Bids to be Opened at:**    **101 North Sandusky Street**  
   **Delaware, Ohio 43015**  
   **Delaware County**  
   **State of Ohio**

**for the following project:**  
**New Dormitory and Renovations for the Delaware County Jail**  
**Bid Package Seventeen – Elevators**

In accordance with the Drawings and Specifications prepared by:

**MKC Associates, Inc.**  
3021 Bethel Road  
Suite 118  
Columbus, OH 43220

**PSA**  
Phillips Swager Associates  
401 SW Water Street  
Suite 701  
Peoria, IL 61602

**ADR & Associates, Ltd.**  
100 Dorchester Square  
Westerville, OH 43082

Sealed Bids with Alternates and Unit Prices will be received for:

Bid Package Description	Base Bid Estimate	Estimate of Alternates
Bid Package Seventeen – Elevators	\$100,000	\$0

**Until 2:00 PM November 23, 2004.**

A pre-bid meeting will be held on **November 16, 2004 at 9:00 AM** at  
Delaware County Board of Commissioner's Office  
101 North Sandusky Street  
Delaware, Ohio 43015

The Construction Manager for this Project is **Bovis Lend Lease**.  
111 West Rich Street  
Columbus, Ohio 43215

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Telephone Number: (614) 621-4148  
 Fax Number: (614) 621-4149.  
 Attention: Gary Rutledge A.I.A.

Contract Documents may be obtained, shipping charges collect, by placing a deposit in the amount of \$85.00 per set payable to: **Bovis Lend Lease**

A Bid Guaranty must be submitted with each bid.

No more than 3 sets will be provided on a refundable basis to the Bidder.

The Contract Documents may be reviewed for bidding purposes without charge during the business hours at the following locations:

Bovis Lend Lease.  
 111 West Rich Street  
 Suite 208  
 Columbus, Ohio 43215

Delaware County Board of Commissioners Office  
 101 North Sandusky Street  
 Delaware, Ohio 43015

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

**RESOLUTION NO. 04-1375**

**IN THE MATTER OF DISPOSING OF PERSONNEL PROPERTY NOT NEEDED FOR PUBLIC USE, IS OBSOLETE, OR IS UNFIT FOR THE FOR THE USE FOR WHICH WAS ACQUIRED:**

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

WHEREAS, Delaware County Sheriff's Office has a 2003 Chevrolet Silverado, 1999 Chrysler LHS, 1998 Pontiac Bonneville, 1994 Chevy Lumina Euro Coupe, and 1987 Ford Econoline Van acquired through Drug Task Force Fund or forfeiture and are not needed for public use, are obsolete or unfit for use which it was acquired; and

WHEREAS, In accordance to the Ohio Revised Code, Section 307.12. (G) the board may sell the vehicles, to the person or firm from which it proposes to purchase other vehicles, equipment, or machinery, the board may offer to sell the vehicles, equipment, or machinery to that person or firm, and to have the selling price credited to the person or firm against the purchase price of other vehicles, equipment, or machinery.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the Board authorizes the sale of the above vehicles and have the selling price credited against the purchase price of vehicles, equipment, or machinery to be used by the Drug Task Force.

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

**RESOLUTION NO. 04-1376**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS SCIOTO RESERVE SECTION 4, PHASE 12:**

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

**Scioto Reserve Section 4, Phase 12**            2,562 feet of 8-inch sewer            12 manholes

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

**RESOLUTION NO. 04-1377**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR GOLF VILLAGE SELF STORAGE:**

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

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**Golf Village Self Storage**

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

THIS AGREEMENT executed on this 8<sup>th</sup> day of November 2004, by and between RJK & Associates SUBDIVIDER, as evidenced by the GOLF VILLAGE SELF STORAGE Subdivision Plat 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 and conditions, 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 (\$21,444) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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 \$2100, 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, the SUBDIVIDER shall make an additional deposits 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 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:

- (1) "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 3.5" or 5.25" Diskettes in

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either Autocad DWG files or DXF files.

(2) an itemized statement showing the cost of IMPROVEMENTS

(3) a waiver of lien from all Contractors associated with the project 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. Ward            Aye    Mr. Jordan            Aye    Mrs. Martin            Aye

**RESOLUTION NO. 04-1378**

**IN THE MATTER OF APPROVING A CONTRACT FOR USE OF LAND BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DELBERT CROOK:**

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

**CONTRACT FOR USE OF LAND**

This contract is for the use of 94 acres of agricultural land owned by Delbert Crook for the application of biosolids by Delaware County or contractor.

This contract is for the use of ninety-four acres (94) at the rate of one hundred twenty five dollars (~~\$125.00~~) per acre, for a total contract price of eleven thousand seven hundred fifty dollars (~~\$11,750.00~~).

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

**CONDITIONS**

1. The period of use: beginning on or about July 5, 2005 (after the winter wheat harvest) and ending on January 1, 2006.
2. The biosolids shall be applied by injection into the soil or surface application, at the discretion of Delbert Crook to all or part of parcels 60022001006000, 60022001003000, 60022001004000, 60022001013000, 60022001016000 which lie at or near the intersection of Moor and Concord Roads, Concord Township, Delaware County, or part of 180 acres located near 8079 Hilton Mill Road, Millcreek Township, Union 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

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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                      Mrs. Martin              Aye              Mr. Jordan              Aye              Mr. Ward              Aye

**RESOLUTION NO. 04-1379**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:**

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

**TRANSFER OF FUNDS**

FROM:	TO:	AMOUNT:
65411907 - 5450 Sunbury Galena/Mach & Equip	65411907 - 5001 Sunbury Galena/Compensation	\$ 4,500.00
65411907 - 5450 Sunbury Galena/Mach. & Equip	65411907 - 5120 Sunbury Galena/PERS	\$ 500.00
66011908 - 5460 Scioto Hills/Unanticipated Emergencies	65411908 - 5001 Scioto Hills Compensation	\$ 3,000.00
65411907 - 5450 Sunbury Galena/Mach. & Equip	65411908 - 5120 Scioto Hills/PERS	\$ 500.00
66011912 - 5460 Tartan Fields/Unanticipated Emergencies	65411912 - 5001 Tartan Fields/Compensation	\$ 1,500.00
66011913 - 5460 Scioto Reserve/Unanticipated Emergencies	65411913 - 5001 Scioto Reserve/Compensation	\$ 500.00

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

**RESOLUTION NO. 04-1380**

**A RESOLUTION RE-AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO FUND A PRESCRIPTION DRUG BENEFITS (PDB) PROGRAM ASSISTING LOW-MODERATE (LMI) RESIDENTS THROUGHOUT THE COUNTY AND TO ENTER INTO A CONTRACT FOR SERVICES WITH PRESCRIPTION RELIEF, INC. FOR IMPLEMENTATION OF THE PDB PROGRAM:**

It was moved by Mr. Jordan, seconded by Mr. Ward 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, Delaware County has followed the procurement procedures associated with the CDBG program by issuing a Request for Qualifications (RFQ) / Request For Proposal (RFP) for qualified firms with prior experience implementing prescription drug benefits programs in order to select a firm to assist the County in designing a prescription drug benefits program to assist eligible LMI County residents with the increasing cost of prescription drugs; and

WHEREAS, Prescription Relief, Inc. responded to the RFQ / RFP, and it has been determined that this firm

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submitted the lowest and best proposal to implement the PDB Program in Delaware County; and

WHEREAS, the Ohio Department of Development has subsequently approved the County's request to utilize RLF funds for such a prescription drugs benefits program for a one year period in an amount not to exceed \$100,000.

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 County RLF funds in the amount of up to \$100,000 to fund a proposed Countywide Prescription Drug Benefits Program.

**Section 2.** That the Delaware County Board of Commissioners hereby authorizes entering into a contract with Prescription Relief, Inc. for a one year contract not to exceed \$75,164.00 to assist the County in implementing the Delaware County Prescription Drug Benefits Program. Said contract is on file with the Delaware County Economic Development Department.

**Section 3.** That this resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 04-1381**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY ECONOMIC DEVELOPMENT MARKETING FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE DELAWARE COUNTY PRESCRIPTION DRUG BENEFITS PROGRAM STAKEHOLDERS BREAKFAST:**

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 Economic Development Department coordinating with the Department of Jobs and Family Services plans to have a Prescription Drug Benefits Program Stakeholders Breakfast, and

Whereas, the Breakfast will be held on November 10, 2004, at the Delaware County Hayes Building located at 140 N. Sandusky Street, Delaware, Ohio room 313 from 9:00 am to 11:00 am.

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 Economic and Community Development Marketing funds in an amount not to exceed \$300.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Delaware County Prescription Drug Benefits Program Stakeholders Breakfast.

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

**RESOLUTION NO. 04-1382**

**IN THE MATTER OF APPOINTING DAVID HEJMANOWSKI AND JACK PRIM AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE "OLD JAIL" FACILITY COMMITTEE:**

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

Whereas, Resolution No. 04-1207 appointed Jim Newton to Chair an "Old Jail" Facility Committee to evaluate options and alternatives for uses of the "Old Jail", and

Whereas, two members of the "Old Jail" Facility Committee shall be Delaware County employees appointed by the Delaware County Board of Commissioners.

Therefore, be it resolved that the Board of Commissioners of Delaware County appoint, David Hejmanowski

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and Jack Prim as The Delaware Board Of County Commissioners' representatives to The "Old Jail" Facility Committee.

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

**RESOLUTION NO. 04-1383**

**IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR THE RENTAL OF THE COUNTY HOME FARMLAND:**

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

WHEREAS,        Delaware County received only one bid on October 4, 2004. And;

WHEREAS,        Delaware County reserves the right to reject all bids, in whole or in part.

NOW THEREFORE BE IT RESOLVED,        that the board of Commissioners of Delaware County, State of Ohio, reject the bid received for the rental of the County Home Farmland.

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

**RESOLUTION NO. 04-1384**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Approving 17.0025 hours of Leave Without pay for Rhonda Griffith with the 911 Department.

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

**CONVENTION & VISITORS BUREAU PRESENTATION**

**RESOLUTION NO. 04-1385**

**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 9:55AM.

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

**RESOLUTION NO. 04-1386**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 10:50AM.

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

**RESOLUTION NO. 04-1387**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

To place Matt Mason, with the EMS Department, on an indefinite unpaid leave of absence; effective November 8, 2004.

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

**RESOLUTION NO. 04-1388**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR**

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**COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 10:55AM.

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

**RESOLUTION NO. 04-1389**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 11:15AM.

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

\*Mr. Jordan left session early

There being no further business the meeting adjourned.

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
Deborah B. Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners