

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

Recognition Award To James Eaton-Surveyor

RESOLUTION NO. 05-315

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 17, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held March 17, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Abstain Mr. Ward Aye

RESOLUTION NO. 05-316

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0318:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0318 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Vouchers			
House of New Hope	Residential Treatment	22511607-5342	\$ 8,497.79
Polydyne Inc.	Emulsion Polymer	65211919-5290	\$ 15,640.00
US Postal Services	Postal Services	10011105-5331	\$ 20,000.00
BP Products	Walker Woods-Gasoline	10011106-5228	\$ 6,366.18
CCAO SC	Gas Supply	10011105-5338	\$ 21,659.49
Petroleum Traders	Gasoline	10011106-5228	\$ 14,309.04
Powerware Corp	Contract Renewal	21411306-5325	\$ 7,715.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05 -317

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Susan Brown and Joyce Rhodes attend an QUIC Training in Columbus, Ohio March 31, 2005, at the cost of \$349.00.

The Child Support Enforcement Agency is requesting that Susan Brown, Christine Dobrovich, Adeana Gray and Matt Smith, attend the OCDA Spring Conference in Columbus, Ohio April 3-6, 2005, at the cost of \$840.00.

The Engineer’s Office is requesting that Nate Meyer attend a Soil Engineering for Non-Soil Engineers and Technician Course in Las Vegas, Nevada June 7-9, 2005, at the cost of \$1,920.00.

The Administrative Services Department is requesting that Lori Detter and Christine Shaw attend an OnBase Seminar in Columbus, Ohio March 29, 2005, at the cost of \$34.50.

The Environmental Services Department is requesting that Ross Bigelow and Ken Bruen attend a Central Ohio Code Officials Association meeting on Systems Approach to Building Performance in Grove City, Ohio March 24, 2005, at the cost of \$95.00.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-318

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO CHRISTOPHER PINTZ MOHR UPON EARNING HIS EAGLE SCOUT AWARD:

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

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

Whereas, Christopher Pintz Mohr has been a member of Boy Scout Troop # 428, and

Whereas, Christopher Pintz Mohr has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to, Christopher Pintz Mohr on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates, Christopher Pintz Mohr on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-319

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR VINMAR FARMS SECTION 2:

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

Ditch Maintenance Petition- Vinmar Farms Section 2

We the undersigned owners of 21.336 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Vinmar Farms Section 2** 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 **Vinmar Farms Section 2** Subdivision.

The cost of the drainage improvements is Averaged 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. Thirty-nine (39) 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, \$4,378.09 per lot. An annual maintenance fee equal to 2% of this basis \$87.56 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 in the amount of \$3,414.84 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 Mr. Evans Aye

RESOLUTION NO. 05-320

IN THE MATTER OF APPROVING THAT AN ORIGINAL EASEMENT BE VACATED AND A NEW DRAINAGE EASEMENT BE ESTABLISHED ON LOT 5423 IN TARTAN FIELDS PHASE 17:

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

Drainage Easement Vacation-Tartan Fields Phase 17

Per the recorded plat for the referenced subdivision, a drainage easement had been established over Lot 5423 of the project. The house built on this lot was inadvertently built with a corner of the house within the established easement. The Engineer is, therefore, requesting that the original easement be vacated and a new drainage easement be established on Lot 5423 per the attached description.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

DESCRIPTION OF A PROPOSED
DRAINAGE EASEMENT VACATION LYING
IN LOT 5423 OF TARTAN FIELDS PHASE 17

Situated in the State of Ohio, County of Delaware, Township of Concord, lying on, over and across part of 15.00 feet-wide drainage easement on Lot 5423 of TARTAN FIELDS PHASE 17, of record in Plat Cabinet 2, Slide 263, Recorder’s Office, Delaware County, Ohio and being bounded and more particularly described as follows:

Begin, for reference, in the northerly right-of-way line of Glasgow Court (60.00 feet in width) at the southeasterly corner of said Lot 5423;

Thence North 11°30’18” West a distance of 97.86 feet along the easterly line of said Lot 5423, to a point;

Thence South 78°29’42” West, a distance of 15.00 feet, across said Lot 5423, to a point in the westerly line of said 15.00 feet-wide drainage easement, said point being the **Point of True Beginning**;

Thence North 11°30’18” West, a distance of 11.38 feet, along the westerly line of said easement, to a point;

Thence the following two (2) courses and distances across said easement;

- 1. South 81°26’47” East, a distance of 3.90 feet, to a point;
- 2. South 08°33’13” West, a distance of 10.69 feet, to the **Point of True Beginning**, containing 20.9 square feet, more or less.

The bearing in the above description are based on the plat of TARTAN FIELDS PHASE 17, of record in Plat Cabinet 2, Slide 263, Recorder’s Office, Delaware County, Ohio.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -321

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

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

Permit #	Applicant	Location	Type of Work
U05008	Consolidated Electric	River Road	Set new poles
U05049	The Knowledge Group (for Time Warner)	Green Meadows Drive South	Place cable
U05051	Verizon	McNamara Place	Place buried cable
U05052	Columbia Gas	Liberty Village Section 1	Install gas main
U05053	Columbia Gas	Brust Road	Install gas main
U05054	Verizon	Big Walnut Road	Place cable
U05055	SBC	Fairway Drive	Relocate existing cable
U05056	Verizon	Cheshire Road	Replace buried cable
U05057	Verizon	Horseshoe Road	Replace buried cable with aerial
U05062	SBC	Cook Road	Relocate cable

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-322

SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE 2005 ROAD IMPROVEMENT PROGRAM:

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

Sealed proposals will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until **10:00 a.m. local time on Monday, April 18, 2005** for furnishing all labor, materials and equipment necessary to complete the project known as the 2005 Road Improvement Program and, at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 for a non-refundable charge of \$25.00. This project provides for reclamations, pavement repairs, widening and/or

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

overlying, and pavement markings for all and portions of County and Township Roads.

Each bidder is required to furnish with its Proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owners intend and require that this project be completed no later than July 29, 2005.

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

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

NAME	FROM	TO	WIDTH	LENGTH	ESTIMATE \$
(DCR013) Worthington	Powell	Lewis Center	21.00	2.69	\$178,300.00
(DCR049) Fredricks	Centerburg	Olive Green	16.00	2.49	\$97,300.00
(DCR054) Monkey Hollow	SR 61	Patrick	16.00	1.41	\$59,100.00
(DCR084) Bowtown	City of Delaware	N. Old State	16.00	5.24	\$203,900.00
(DCR096) Gregory	Cheshire	Berlin Station	18.00	1.08	\$61,100.00
(DCR136) Moore	US 42	SR 745	20.00	1.55	\$98,700.00
(DCR187) River	David	Dildine	16.00	1.42	\$58,900.00
(DCR189) Lawrence	SR 37	Meredith	18.00	2.01	\$91,800.00
(DCR190) David	River	Lawrence	16.00	1.05	\$43,500.00
(DCR197) Dildine	River	SR 203	16.00	1.92	\$80,000.00
(DCR224) Steamtown	Leonardsburg	Ashley	18.00	5.93	\$668,900.00
(DCR609) Sawmill Pkwy	North Hampton	Presidential	60.00	0.01	\$53,000.00
(City of Del) Slack	US 42	Liberty	17.00	0.94	\$5,200.00
SPECIAL ITEMS (423)	refer to worksheet				\$117,200.00
SPECIAL ITEMS (striping)	refer to worksheet				\$20,300.00
SPECIAL ITEMS (asphalt)	refer to worksheet				\$172,800.00
ESTIMATE TOTAL				27.73	\$2,010,000.00

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-323

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE AND SETTING BID OPENING DATE AND TIME FOR THE TUSSIC STREET ROAD WIDENING PROJECT:

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

Sealed proposals will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until **10:00 a.m. local time on Wednesday, April 13, 2005**, for furnishing all labor, materials and equipment necessary to complete the project known as Tussic Street Road Widening Project, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. There will be a non-refundable \$250 charge for the bid packet and plans. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than November 30, 2005.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

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

A pre-bid meeting will be held at 1:00 p.m. on Wednesday, April 6, 2005 at the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio to discuss any questions bidders may have regarding this bid and the project.

Bids shall be placed in a sealed envelope marked "SEALED BID FOR TUSSIC STREET ROAD WIDENING PROJECT".

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

Scope of work

This project consists of the widening of existing Tussic Street Road (DEL-CR-108) from the newly constructed intersection at Maxtown Road to the south, and Big Walnut Road to the north (approximately 2.5 miles). The project encompasses all roadway, drainage structures, and signal installation.

The project is on an accelerated schedule. The project must be completed by November 30, 2005. Any contractor who does not intend to complete this project on time shall not submit a bid price for this project.

Estimate \$4,785,121.59

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-324

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY ENGINEER:

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

**AGREEMENT BETWEEN
THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT, THE DELAWARE COUNTY BOARD
OF COMMISSIONERS AND THE DELAWARE COUNTY ENGINEER**

On this 3rd day of January, 1999 this agreement was entered into by and between the Delaware Soil and Water, Conservation District, State of Ohio, hereinafter called the District; the Delaware County Board of Commissioners, State of Ohio, hereinafter called the Commissioners; and the Delaware County Engineer, hereinafter called the Engineer. The most recent revision to this document was made in March 2005.

STATEMENT OF PURPOSE

The District, the Commissioners, and the Engineer have the common objective of cooperatively bringing about the administration and maintenance of drainage improvements, and addressing water quality issues relating to the National Pollutant Discharge Elimination System (NPDES) permit program within Delaware County. They, therefore, enter into this agreement as the foundation for an enduring cooperative working agreement for the administration and maintenance of drainage improvements as established under the provisions of the Ohio Drainage Law, Chapters 6131, 6133 and 6137, Ohio Revised Code, and meeting NPDES Requirements for Small MS4s outlined in OAC 3745-39-03.

WHAT THE DISTRICT WILL DO

The District will include in its annual budget request to the Commissioners, funds needed for equipment, supplies, and personnel to carry out the maintenance program under Chapter 6137, Ohio Revised Code. The budget requests shall be filed ~~by~~ in October 1st of each year.

The District will carry adequate vehicle and liability insurance for protection from damage actions resulting from maintenance activities.

The District will provide needed personnel to carry out the drainage maintenance program, upon receipt of notification that sufficient Drainage Maintenance Funds are available to do so.

The District will make annual inspections ~~on~~ of all drainage projects under maintenance assessment and file a report with the Engineer by April 1st, annually, for the Engineer's use in making his recommendation to the Commissioners by June 1st of each year, in accordance with Section 6137.06, Ohio Revised Code.

The District will carry out all needed improvements under the maintenance program as provided for under the Ohio Drainage Law, Chapter 6137, Ditch Maintenance Fund, Ohio Revised Code.

The District will cooperate with adjacent counties on joint maintenance and assessment agreements.

The District will make assessment adjustment recommendations in its inspection report to the Engineer, in accordance with Section 6137.11, Ohio Revised Code.

The District will view all applications for reduction in maintenance allowance according to Section

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005**

6137.08 of the Ohio Revised Code and will make recommendations to the Engineer.

The District will provide certificates for reduction in annual maintenance assessments as provided for under section 6137.09, Ohio Revised Code.

The District will, in accordance with Section 6137.14, Ohio Revised Code, report any findings to the Engineer.

The District will file a report by February 1st, annually, with the Commissioners, Engineer, Treasurer, and the Auditor of the maintenance activities during the calendar year.

The District will keep complete records of all expenditures and properly submit, to the Clerk of the Commissioners, reports on all charges for maintenance work, if requested by the Commissioners.

The District will submit all plans for maintenance to the Engineer and Commissioners for recommendations and approval.

The District will make six (6) year reviews of drainage project maintenance bases and revise them, subject to the Engineer's approval, prior to the hearing by the Commissioners. A representative of the District shall be present at the hearing scheduled by the Commissioners with the property owners.

The District will ~~act as a technical resource for both the County Commissioners and County Engineer in assisting with new petition drainage projects, as per Chapter 6131 and 6133, Ohio Revised Code.~~ assist the Commissioners and Engineer, both administratively and technically, in coordination of all new petition drainage projects, as per Chapter 6131 and 6133, Ohio Revised Code from initial landowner contact and information, through the public viewing and hearings, survey, design, assessment formulation, project bidding, construction management and final project approval processes.

The District's Ditch Maintenance Supervisor will check petitioned drainage projects both during and at the completion of construction ~~under the supervision of the Engineer.~~ This will enable the Maintenance Supervisor to be familiar with the project when maintenance responsibilities are assumed.

The District will provide a copy of the inventory list to the Engineer at the same time that a copy is given to the Commissioners.

The District will assist with the implementation the Public Education/Outreach "Minimum Control Measure" of the National Pollutant Discharge Elimination System (NPDES) permit program as outlined in the County's (NOI) application.

The District will provide the County Drainage Engineer with an annual report by February 15th outlining Public Education/Outreach activities completed as part of the County's NPDES II program.

WHAT THE COMMISSIONERS WILL DO

The Commissioners will make available County Drainage Maintenance Funds to the District as approved in the Annual Maintenance budget, for needed equipment, supplies, personnel, and contractual services to carry out the Drainage Maintenance provisions of the Ohio Drainage Law, in accordance with the O.R.C., sections 6137.05 and 6137.06.

The Commissioners will refer any questions from landowners regarding current ditch petitions and the drainage maintenance program to the District.

The Clerk of the Commissioners will notify by certified mail the adjoining counties of the percent to be collected on joint projects for the current maintenance year as applicable.

The Commissioners will require, as allowed by law, a minimum easement of twenty (20) feet and maximum of eighty (80) feet, varying with depth of tile, determined by the Engineer, for maintenance on all property that the drainage outlet crosses on rural home development projects. This area will be kept free of all permanent improvements, trees, etc. that would obstruct maintenance equipment in the event that repairs are needed.

When a maintenance improvement is made necessary in whole or in part by the negligent acts or omissions of any landowner, the Commissioners will contact said landowner by letter stating the circumstances surrounding the maintenance needed and provide him/her the opportunity to make the required improvement. Any questions regarding improvements will be referred to the District.

Equipment and property purchased by ditch maintenance funds to service this agreement shall be returned to the Commissioners on termination of this agreement.

WHAT THE ENGINEER WILL DO

The Engineer will delegate to the District his operational duties in carrying out the ditch petition process and the Drainage Maintenance Program as provided under Chapters 6131, 6133 and 6137, Ohio Revised Code.

The Engineer will receive and review all maintenance inspection reports in accordance with Section 6137.06, Ohio Revised Code. ~~The Engineer will notify the District of any newly petitioned drainage projects and request their technical assistance with the petition process. The Engineer will notify the District of any petitioned drainage projects under construction and request their technical assistance to carry out inspections.~~

The Engineer will refer any questions from landowners regarding current ditch petitions and the drainage maintenance program to the District.

The Engineer will review, for his recommendations and approval, all drainage improvement and maintenance plans.

IT IS MUTUALLY AGREED BY ALL

The District, Commissioners, and Engineer will meet periodically, as needed, to review and, where

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

possible, coordinate their individual programs and activities for the maximum mutual benefit.

This agreement may be amended or terminated at any time by mutual consent of the parties hereto, or may be terminated by any party giving a sixty (60) days notice in writing to the others.

If this contract is not terminated within one (1) year, then it shall automatically renew itself for another year, and for each year thereafter.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-325

IN THE MATTER OF APPROVING A CONTRACT MODIFICATION WITH AMERICAN CONSULTING, INC. FOR ADDITIONAL ENGINEERING WORK RELATED TO THE LIBERTY ROAD REALIGNMENT PROJECT:

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

CONTRACT
Modification #1

AGREEMENT, made and entered into this 21st day of March, 2005 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **AMERICAN CONSULTING, INC.**, hereinafter designated as **SECOND PARTY**. Modification to existing engineering contract dated August 9th, 2004 in the amount of \$479,885.00.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a fee amount not to exceed **\$120,366**, (\$91,363.00 roadway engineering, plus \$29,003.00 in “if authorized” items), based on a revised February 22, 2005 Cost Proposal for Engineering Services agrees to modify the existing contract. Total contract is hereby increased to a total amount not to exceed \$600,251.00 (\$479,885.00 plus \$120,366.00), to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as Liberty Road Realignment, Delaware County, Ohio. Modification is for the additional engineering work related to extending the project limits south approximately 2000 L.F. to provide a 3 lane section meeting the existing roadway section. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before October 1, 2005.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-326

IN THE MATTER OF APPROVING AN AFFILIATION AGREEMENT WITH OHIO STATE, COLLEGE OF SOCIAL WORK FOR AN INTERNSHIP PROGRAM (PRACTICUM EXPERIENCE) WITH ADULT COURT SERVICES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve an affiliation agreement with Ohio State, College Of Social Work for an internship program (practicum experience) with Adult Court Services.

AFFILIATION AGREEMENT

The Ohio State University, on behalf of its College of Social Work (“Ohio State”) and the Delaware County Adult Court Services (Delaware County Commissioners) “(Agency)” agree as follows:

Whereas, Ohio State has established a program for professional development as part of its requirements leading to a degree from the College of Social Work (the “practicum experience”); and

Whereas, the Agency desires to aid the professional development of students in the College of Social Work;

Now Therefore, in consideration of the mutual benefits to be received, the parties do hereby mutually agree to the following provisions:

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005**

1. Ohio State and the Agency shall mutually agree in writing on the selection and number of social work students eligible to participate, and the time and nature of their work while participating, in the practicum experience. Ohio State shall recommend placement of students to the Agency on the basis of the Agency's suitability, as determined by Ohio State to meet their educational needs.
2. While participating in the practicum experience, social work students shall be required to comply with all relevant policies and procedures of Agency, including rules relating to the confidentiality of patient information. Agency shall provide all necessary orientation, administrative guides and policies and procedures to social work students participating in the practicum experience.
3. Neither party shall discriminate against any student desiring to participate or any student participating in the practicum experience because of race, religion, color, sex, sexual orientation, national origin, handicap, disability, age, or Vietnam-era veteran status.
4. The social work students participating in the practicum experience shall be entitled to observe the holidays of the Agency and Ohio State.
5. Ohio State shall withdraw any social work student from the practicum experience if the student is found not to be acceptable for reasons of performance or reasonable cause on the recommendation of the Agency, the Ohio State Coordinator of Field Instruction, the Dean of the College of Social Work or their designee. Prior to withdrawal of a social work student from the practicum experience with the agency, a discussion of the pertinent facts will be conducted with all persons concerned. Notwithstanding anything contained herein to the contrary, to the extent Agency requests the withdraw of a student from the practicum experience, Ohio State will comply with that request pending the outcome of the discussion of pertinent facts.
6. During the practicum experience, the primary mission for participating social work students shall be educational.
7. Social work students participating in the practicum experience are not employees of the Agency and shall not be entitled to compensation or benefits as such. Students may be eligible for grants and/or stipends, which will be monitored by Ohio State.
8. Ohio State Shall grant fee authorization to the Agency in accordance with Ohio State's standard practices, as they may be modified from time to time, if the Agency meets the criteria determined by Ohio State.
9. Ohio State shall require students assigned to the Agency to be covered by professional liability insurance. The Agency may require participating social work students to provide verification of their coverage.
10. The Agency shall provided participating social work students the physical facilities, supplies and equipment that parties mutually agree to as necessary for the appropriate management of the practicum experience.
11. The Agency agrees to complete all forms requested by Ohio State including student evaluation reports, and any other reports necessary to evaluate and monitor the practicum experience.
12. The Agency shall arrange emergency medical care, to the extent of Agency's capabilities to any student for any injury sustained in the course of the practicum experience. The Agency shall not be further responsible for any injury to a student which may occur as a result of this affiliation, unless such injury was caused by the negligent, reckless or willful act of omission of the Agency, its employees or its agents.
13. The Term of this Agreement shall be for one academic year commencing on June 14, 2004, (the "anniversary date"). This Agreement shall automatically renew for additional one year terms if neither party delivers to the other party a written notice of cancellation 30 days prior to the Anniversary Date. Either Party may cancel this agreement for any reason upon 60 days prior written notice to the other Party.
14. All notices which may be necessary or proper for either party shall be addressed as follows:

If to Ohio State:
 Director of Field Education
 OSU, College of Social Work
 1947 College Road
 Columbus, Ohio 43210
 (614)292-7686

If to the Agency:
 Doug Missman
 Chief Probation Officer
 Delaware County Adult Court Services

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005**

115 North Sandusky Street
Delaware, Ohio 43015

15. No prior representation, warranty, condition, or agreement of any kind or nature shall be binding upon the parties unless incorporated in this agreement. This agreement contains all the terms and conditions agreed upon by the parties.

16. This agreement shall be constructed in accordance with the laws of the state of Ohio. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the state of Ohio.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-327

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING THE BID AND APPROVING THE CONTRACT SUBMITTED BY ROCKWOOD BUILDER'S LTD. FOR THE CDBG FY'04 FAIRGROUND ADA RESTROOM RENOVATION:

It was moved by Mr. Ward, seconded by Mr. Evans to accept ,award and approve the following:

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

WHEREAS, funding, in the amount up to \$40,000 has been provided to Delaware County through the FY'04 CDBG Formula Program, Delaware County Revolving Loan Fund (RLF) has been approved in the amount up to \$40,000 by the Delaware County Board of Commissioners, and the Fair Board has approved the amount of \$27,668 for this project; and

WHEREAS, the project was bid out and bids were received February 25, 2005; and

WHEREAS, Gardner Architects, the engineering firm, for the Fair Board, has reviewed the bids received, and the bid submitted by Rockwood Builder's Ltd. in the amount up to \$96,150 has been determined to be the lowest and best bid.

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 awards the bid to Rockwood Builder's, Ltd., for the Fairground ADA Restroom renovation as approved in the FY04 CDBG Formula Grant Program.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$40,000 from CDBG FY 04 funds, and up to \$40,000 from the Delaware County RLF towards the ADA Restroom renovation for the fairground.

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

AGREEMENT

THIS AGREEMENT made this 21st day of March 2005, by and between, **Rockwood Builder's Ltd.**, hereinafter called the "Contractor" and **Delaware County Commissioners**, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. **Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of and required supplemental work for the ADA Restrooms all addenda thereto, numbered #1, dated February 2005, and #2 dated March 2005, all as prepared by Gardner Architects acting and in these contract documents preparation, referred to as the "Engineer".

ARTICLE 2. **The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum **Ninety-Six Thousand One Hundred Fifty Dollars (\$96,150)** subject to additions and deductions as provided in Section 109 hereof.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

1 Choose term most applicable: a corporation organized and existing under the laws of the State of _____:
a partnership consisting of _____: and individual trading as _____.

2 Supply principal items of Contract such as Plumbing, ADA Fixtures and all items in bid packet.

ARTICLE 3. Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-328

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AMERIKID DAY CARE AND DAWNIA CHEMELLE COLEMAN:

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

Amerikid Day Care

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective March 1, 2005 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and Amerikid Day Care entered into on the 25th day of February, 2005.

SITE: Amerikid Day Care
180 Fairfax Rd.
Marion, OH 43302

Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from	\$112.00	to	\$122.00	Infant
	\$106.00	to	\$116.00	Toddler
	\$ 98.50	to	\$ 103.50	Preschool
	\$ 94.50	to	\$ 99.50	Schoolage
Adjusts the part time unit rate from	\$ 75.04	to	\$ 83.75	Infant
	\$ 71.02	to	\$ 78.00	Toddler
	\$ 66.00	to	\$ 69.75	Preschool
	\$ 63.32	to	\$ 65.25	Schoolage

Dawnia Chemelle Coleman

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective March 7, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Dawnia Chemelle Coleman entered into on the 29th day of November, 2004.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$5000 to \$20000.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-329

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BAIR FOUNDATION AND SPECIALIZED ALTERNATIVES FOR FAMILIES AND YOUTH OF OHIO INC. FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Bair Foundation 665 E. Dublin-Granville Road Suite 300 Columbus, Ohio 43229	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Specialized Alternatives For Families And Youth Of Ohio Inc. (SAFY) 10100 Elida Road Delphos, Ohio 45833	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-330

IN THE MATTER OF RENEWING THE CONTRACT FOR LAWN CARE SERVICES FOR THE DELAWARE COUNTY RUTHERFORD B. HAYES SERVICES BUILDING:

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

WHEREAS, Delaware County entered into a contract with Longworth Lawncare on June 17th, 2004. And;

WHEREAS, per the terms of the contract it may be renewed if agreed upon by both parties for two (2) additional one (1) year periods.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the renewal of the contract for landscape maintenance and lawn care services for the Delaware County Rutherford B. Hayes Services Building for the first one (1) year period.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-331

SETTING BID OPENING DATE AND TIME FOR LAWN CARE SERVICES FOR THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICE STATIONS:

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005**

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

**PUBLIC NOTICE
INVITATION TO BID
ITB #05-01 EMS STATION LAWN CARE**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, April 11, 2005**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for lawn care services for the Delaware County Emergency Medical Service Stations.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$250 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for EMS Lawn Care Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-332

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR OLENTANGY CROSSINGS SECTION 4 AND OLENTANGY CROSSING SECTION 5:

It was moved by Mr. Evans, seconded by Mr. Ward to approve sanitary sewer plan for Olentangy Crossings Section 4 And Olentangy Crossing Section 5 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-333

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR BEST FRIENDS VETERINARY HOSPITAL; TARTAN FIELDS PHASE 20, PART A; TARTAN FIELDS PHASE 21 AND TARTAN FIELDS PHASE 20 & 21 PUMP STATION:

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

Best Friends Veterinary Hospital

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

THIS AGREEMENT executed on this 21st day of March 2005, by and between **TRAN, LLC** SUBDIVIDER, as evidenced by the **Best Friends Veterinary Hospital** 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 (**\$18,624.00**) 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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005**

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 **\$2,000.00**, 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 \$75.00
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 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.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

Tartan Fields Phase 20, Part A

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

THIS AGREEMENT executed on this 21st day of March 2005, by and between **NHG DEVELOPMENT GROUP** SUBDIVIDER, as evidenced by the **TARTAN FIELDS PHASE 20, PART A** 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 (**\$170,400**) 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 **\$13,650**, 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 \$75.00
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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005**

COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in 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.

Tartan Fields Phase 21

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

THIS AGREEMENT executed on this 21st day of March 2005, by and between **NHG DEVELOPMENT GROUP** SUBDIVIDER, as evidenced by the **TARTAN FIELDS PHASE 21** 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 (**\$125,000**) 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 **\$10,000**, 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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005**

deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
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 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.

Tartan Fields Phase 20 & 21 Pump Station

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

THIS AGREEMENT executed on this 21st day of March 2005, by and between **NHG DEVELOPMENT GROUP** SUBDIVIDER, as evidenced by the **TARTAN FIELDS PHASE 20 & 21 PUMP STATION** 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 (**\$195,900**) 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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005**

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 **\$15,675**, 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 \$75.00
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 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,

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

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. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-334

IN THE MATTER OF ADOPTING NEW RATES AT THE DELAWARE COUNTY SOLID WASTE
TRANSFER FACILITY:

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

WHEREAS, the Board of County Commissioners of Delaware County entered into a Solid Waste Transfer Station Operation Agreement with Sims Brothers, Inc. for the operation of the Delaware County Solid Waste Transfer Station dated May 14, 1995, and

WHEREAS, the rights and responsibilities of said Agreement were transferred to County Disposal (Ohio) on December 23, 1996, and

WHEREAS, an Addendum to said Agreement was entered into by the County and County Disposal on February 17, 1998, providing for the installation of scales at the facility, a change from cubic yard basis of payment to a per ton basis of payment, and the modification of the rates charged for the disposal of solid waste at the facility, and

WHEREAS, said the Board of County Commissioners of Delaware County entered into a Disposal Service Agreement with Envirite Corporation, now doing business as County Disposal (Ohio), Inc. dated May 30, 1995, and

WHEREAS, both Agreements allow for the Contractor to adjust the disposal rates based on the Consumer Price Index (C.P.I.). The C.P.I. shall be based on the previous calendar year, and

WHEREAS, the applicable C. P. I. is 3.1%, and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby adopt the following new disposal rates at the Delaware County Solid Waste Transfer Station effective June 1, 2005:

	<u>Old Rate</u>	<u>New Rate</u>
Commercial Users:		
Municipal Waste	\$37.65/ton	\$38.85
Construction Debris	\$37.35/ton	\$38.55
Non Commercial Users:	\$14.85/cubic yard	\$15.35
Minimum Charge/ Non Commercial:	\$14.85	\$15.35
Miscellaneous Charges:		
Car & Pickup Tire	\$2.25/tire	\$2.35
Semi-Truck Tire	\$6.70/tire	\$6.95
Tractor Tire	\$14.10/tire	\$14.55
Hot Water Heater	\$0.00	\$0.00
Large Appliance	\$0.00	\$0.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-335

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. Evans to adjourn into Executive Session at 9:35AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2005

RESOLUTION NO. 05-336

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners