

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 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

10:00 AM Bid Opening Date And Time For Liquid Asphalt, Hot Mix And Two Men And A Paver For The Engineer’s Office (50 Channing Street)

7:30 PM Public Hearing For Consideration Of A Ditch Petition Filed By Eric M. Smith And Others For The Willow Springs North Subdivision Ditch Maintenance Project

PUBLIC COMMENT

Delaware General Health District National Public Health Week Presentation

RESOLUTION NO. 05-378

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 31, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held March 31, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-379

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR041:

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR041 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Motorola	Radios for DART	21511309-5238	\$ 35,095.19
Quality Control Inspection	Inspection Services	65111904-5301	\$ 100,000.00
C.R.E.S.T. Real Estate	Appraisal Services	65411907-5301	\$ 6,000.00
Vouchers			
C.R.E.S.T. Real Estate	Appraisal Services	65411907-5301	\$ 6,000.00
MKC Associates	Jail Renovation	40411414-5410	\$ 27,472.31
Kenny Huston	Masonry -Jail	40411414-5410	\$ 124,828.50
Hollowcore	Precast Concrete-Jail	40411414-5410	\$ 45,610.84
Ameritas Group Dental	April Premiums	75010903-5370	\$ 16,333.24
US Filter	Bioxide Chemical	65211919-5290	\$ 20,538.00
Ben Bro Enterprises	BLDG Rental JV Court	10011105-533533502	\$ 11,391.94
Trucco Construction Co	Perry Taggart	65511918-5415	\$1,081,672.64
Memo Transfer Vouchers			
From	To		
Job & Family Services	FCFC	HMG/TANF Reimbursement	\$ 11,245.51
22411601-5301	70161607-4501		

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

RESOLUTION NO. 05 -380

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Sheila Perin attend a Dealing With the Media In Time Of Crisis Training in Columbus, Ohio April 19, 2005, at no cost.

The Department of Job and Family Services is requesting that Angela Thomas and Jackie Culbertson attend a Fiscal Training in Columbus, Ohio April 7, 2005 at the cost of \$186.25.

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The Facilities Department is requesting that Greg Rittenhouse attend a Varitrac Controls Training Class in Columbus, Ohio April 14, 2005, at the cost of \$225.00.

The Facilities Department is requesting that Greg Rittenhouse attend a Variable Frequency Drive Motors Training Class in Columbus, Ohio April 20, 2005, at the cost of \$225.00.

The Engineer’s Office is requesting that Ryan Mraz attend a 2005 International Bridge Conference in Pittsburgh, Pennsylvania June 12-14, 2005, at the cost of \$1,498.00.

The Engineer’s Office is requesting that Bob Walker, Junior Yates and Mike Foreman attend a Bridge Workers and Supervisors Engineer’s Conference in Mt. Sterling, Ohio April 13-14, 2005, at the cost of \$541.00.

The Commissioners Office is requesting that Dave Cannon attend a Government Finance Officers Association in San Antonio, Texas June 25-30, 2005, at the cost of \$1,425.00.

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

RESOLUTION NO. 05-381

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE BIG RUN/PRIMMER DITCH PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on March 19, 2001, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the improvement and maintenance of the Big Run/Primmer ditch petition and the amendments that were filed, for additional areas to be included in the ditch construction and maintenance, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Big Run/Primmer Ditch Project Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **6th day of June, 2005, at 7:30 PM in room G-35 of the Rutherford B. Hayes Building 140 North Sandusky Street Delaware, Ohio** as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 05-382

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE GWINNER DITCH NO. 262 DITCH PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on July 30, 2001, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the improvement and maintenance of the Gwinner Ditch No. 262 ditch petition, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Gwinner Ditch No. 262 Ditch Project Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **31st day of May, 2005, at 7:30 PM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 05-383

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IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Supplemental Appropriation	Amount
10031303-5345	
Sheriff Jail/Safety & Security Services	\$487,000.00
Vote on Motion	Mr. Evans Nay Mr. Jordan Nay Mr. Ward Nay

RESOLUTION NO. 05-384

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR THE “HOME ROAD DITCH RELOCATION PLAN\PROFILE FOR RUSS HILL; PRESERVE AT SELDOM SEEN AND HARVEST WIND PHASE 7, SECTION 2, PART 2:

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

“Home Road Ditch Relocation Plan\Profile for Russ Hill

SUBDIVIDER’S AGREEMENT
FOR
DRAINAGE IMPROVEMENTS

THIS AGREEMENT made and entered into this 4th day of April 2005, by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and RUSS HILL, hereinafter called the SUBDIVIDER, as evidenced by the Engineering and Construction Plan entitled “Home Road Ditch Relocation Plan\Profile for Russ Hill “which was approved by the County Engineer, hereinafter called the PLAN, is governed by the following considerations, to wit:

1. The SUBDIVIDER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is a part of this AGREEMENT.

2. The SUBDIVIDER shall pay the entire cost and expenses of said improvements.

3. The SUBDIVIDER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY DOLLARS (\$24,150) payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and the current “Subdivision Regulations of Delaware County, Ohio”.

4. The SUBDIVIDER shall deposit ONE THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS (\$1,932) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to thirty percent (30%) of the original amount deposited, the SUBDIVIDER shall replenish the account, upon notice by the Delaware County Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the SUBDIVIDER.

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

6. The SUBDIVIDER shall hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.

7. The SUBDIVIDER shall perform and complete all said improvements prior to SEPTEMBER 30, 2005.

8. The SUBDIVIDER will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the Ohio Department of Transportation “Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”.

9. The SUBDIVIDER further agrees that any violation of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvement.

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

11. Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Delaware County Engineer.

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

Preserve At Seldom Seen

SUBDIVIDER’S AGREEMENT

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THIS AGREEMENT executed on this 4th day of April 2005, between **ROMANELLI AND HUGHES**, as evidenced by the **PRESERVE AT SELDOM SEEN** 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 3/21/05, 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 **FORTY-THREE THOUSAND FIVE HUNDRED THIRTY 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 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

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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.

Harvest Wind Phase 7, Section 2, Part 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 4th day of April 2005, between **BOB WEBB HARVEST WIND, LLC** as evidenced by the **HARVEST WIND PHASE 7, SECTION 2, PART 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 3/9/05, 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 **NINETEEN 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**

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Transportation Specifications.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow 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 Mr. Evans Aye

RESOLUTION NO. 05-385

IN THE MATTER OF ACCEPTING THE MT. ROYAL AVENUE EXTENSION IN GENOA TOWNSHIP:

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

Mt. Royal Avenue Extension

The roadway to be accepted is as follows:

- An addition of 0.37 mile to **Township Road Number 718, Mount Royal Avenue**

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

RESOLUTION NO. 05-386

IN THE MATTER OF ESTABLISHING STOP CONDITIONS (*traffic signal*) – FOR MT. ROYAL AVENUE EXTENSION:

It was moved by Mr. Ward, seconded by Mr. Evans to establish stop conditions for the following:

Stop Conditions Mt. Royal Avenue Extension

- On Township Road Number 718, Mount Royal Avenue, at its intersection with Township Road Number 108, Tussic Street Road

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

RESOLUTION NO. 05 -387

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

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

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Permit #	Applicant	Location	Type of Work
U05022	Sprint	Old 3C Highway	Place new telephone cable
U05066	American Electric Power	Africa Road	Install pole & line
U05067	American Electric Power	Hartford Road	Relocate facilities
U05070	Verizon	Cheshire Road	Place buried cable
U05071	Columbia Gas	Orange Road	Install gas main

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

RESOLUTION NO. 05-388

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE AND SETTING BID OPENING DATE
AND TIME FOR THE OLENTANGY CROSSINGS TIF 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 27, 2005**, for furnishing all labor, materials and equipment necessary to complete the project known as Olentangy Crossings TIF 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 \$25.00 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 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.

Bids shall be placed in a sealed envelope marked “SEALED BID FOR OLENTANGY CROSSINGS TIF 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 construction of the roadway known as Olentangy Crossings East. The roadway is approximately 1900’ with various minor drainage crossings. The project will also include the storm sewer and sanitary sewer construction.

This project is a TIF project administered by the Delaware County Engineer’s Office for the Economic Development Department.

ESTIMATE

Construction Subtotal \$ 1,374,399.70
Construction Contingencies (10%) \$ 137,439.97
Total Estimated Construction Cost \$ 1,511,839.67

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

RESOLUTION NO. 05-389

IN THE MATTER OF REMOVING SECTION VI FROM THE PRESENTED RESOLUTION OF THE
PRELIMINARY LEGISLATION FOR THE INTERSECTIONS OF SR750/TR409 (GREEN MEADOWS
DRIVE NORTH) AND TR388 (GREEN MEADOWS DRIVE SOUTH) WITH OHIO DEPARTMENT OF
TRANSPORTATION:

It was moved by Mr. Ward, seconded by Mr. Jordan to remove the following section of the Preliminary Legislation:

SECTION VI - Consultants and Authority to Sign

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The County Engineer is hereby empowered on behalf of the County to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the project and to enter into contracts with the Director of Transportation necessary to complete the above described project. Upon the request of ODOT, the County Engineer is also empowered to assign all rights, title, and interests of the County to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

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

RESOLUTION NO. 05-390

IN THE MATTER OF APPROVING THE PRELIMINARY LEGISLATION FOR THE INTERSECTIONS OF SR750/TR409 (GREEN MEADOWS DRIVE NORTH) AND TR388 (GREEN MEADOWS DRIVE SOUTH) WITH OHIO DEPARTMENT OF TRANSPORTATION:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Preliminary Legislation (*with out section VI*):

**PRELIMINARY LEGISLATION
Resolution Number 05-
PID Number 79367
DEL-SR750-5.53
ODOT Agreement Number 20838**

The following is a Resolution enacted by the Board of Commissioners of Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

This project proposes to realign and improve the intersections of SR750/TR409 (Green Meadows Drive North and TR388 (Green Meadows Drive South). A portion of Green Meadows Drive North will be relocated to align with Green Meadows Drive South. The existing intersection of Green Meadows Drive North and SR750 will be modified as a right-in right-out only. Minor widening will be performed on Green Meadows Drive South.

NOW THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio;

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

The County agrees to assume and bear one hundred percent (100%) of the total cost of Preliminary Engineering and Right of Way. Further, the County agrees to assume and bear one hundred percent (100%) of the total cost of Construction less the amount of federal funds set aside by the Director of Transportation;

The County agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the County which are not necessary for the improvement as determined by the State and Federal Highway Administration.

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SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

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

RESOLUTION NO. 05-391

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY ERIC M. SMITH AND OTHERS FOR THE WILLOW SPRINGS NORTH SUBDIVISION DITCH MAINTENANCE PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to open the hearing at 7:40PM.

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

RESOLUTION NO. 05-392

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY ERIC M. SMITH AND OTHERS FOR THE WILLOW SPRINGS NORTH SUBDIVISION DITCH MAINTENANCE PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing at 7:50PM.

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

RESOLUTION NO. 05-393

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS AND ASSESSMENTS FOR THE WILLOW SPRINGS NORTH SUBDIVISION DITCH MAINTENANCE PROJECT FILED BY ERIC M. SMITH AND OTHERS:

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

- Whereas, on November 16, 2004, a Ditch Petition to the purposed Willow Springs North Subdivision Ditch Maintenance Project was filed with the Delaware County Commissioners, and
- Whereas, the Board of Commissioners of Delaware County on April 4, 2005, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Willow Springs North Subdivision Ditch Maintenance Project, and
- Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and assessments as presented for the purposed Willow Springs North Subdivision Ditch Maintenance Project. Said information to be presented to the Commissioners at the end of this process.

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

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

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RESOLUTION NO. 05-394

IN THE MATTER OF AMENDING RESOLUTION NO. 05-86 CANCELING CHANGE ORDER 10 FOR JG CONTRACTING FOR TOWER SITE CONSTRUCTION OF THE NEW COUNTYWIDE RADIO SYSTEM:

It was moved by Mr. Evans, seconded by Mr. Ward to approve change orders:

WHEREAS, the Board of County Commissioners approved Change Order 10 for JG Contracting under Resolution 05-86 for excluding the purchase of generators for the Tower site construction of the new countywide radio system, and;

WHEREAS, JG Contracting credited the County with a \$130,045.00 deduction, and;

WHEREAS, this Change Order was initiated to provide the County an opportunity for additional savings in acquiring the generators, and;

WHEREAS, it has been determined that JG Contracting is able to purchase the generators directly while still allowing a small savings to the County and provide more efficient means of acquiring and delivering the systems,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County amend Resolution 05-86 to cancel Change Order 10 for JG Construction as follows:

Original Contract	\$1,989,000.00
Previous Changes	\$ 590,045.00
Change Order 10 – Cancel	\$ 130,045.00
Revised Contract Amount	\$2,709,090.00

BE IT FURTHER RESOLVED: That the Board of County Commissioners authorize the increase of the contract blanket Purchase Order at the same amount.

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

RESOLUTION NO. 05-395

IN THE MATTER OF APPROVING A CONTRACT (*statement of work*) WITH SELLERS ELECTRIC FOR INSTALLATION OF ELECTRICAL POWER AT THE COUNTYWIDE RADIO SYSTEM TOWERS:

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

WHEREAS, the Countywide radio system requires electric power installation from the power public utility transformers to the tower sites, and;

WHEREAS, Delaware County requested proposals from several electric companies for this service, and;

WHEREAS, a review of the proposals reflects that Sellers Electric has the lowest and best proposal;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approved a contract (*statement of work*) with Sellers Electric for the installation of power at the Countywide Radio tower sites at a not to exceed cost of \$21,993.00.

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

RESOLUTION NO. 05-396

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF FEES AT THE SOLID WASTE TRANSFER FACILITY TO SUPPORT LITTER CONTROL CAMPAIGNS:

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

WHEREAS, the Board of County Commissioners of Delaware County sustains a Solid Waste Transfer Station Operation Agreement with County Disposal (Ohio), Inc. for the operation of the Delaware County Solid Waste Transfer Station, and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station fees in support of litter control campaigns, and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, and the Olentangy River Sweep, and

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WHEREAS, said the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station fees in support of these initiatives in past years,

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive its portion of Solid Waste Transfer Station fees in support of the aforementioned programs effective April 4, 2005 through October 31, 2005.

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

RESOLUTION NO. 05-397

IN THE MATTER OF APPROVING THE NEW JOB DESCRIPTION AND WAGE CHARTS FOR THE
DEPUTY CHIEF BUILDING OFFICIAL FOR THE CODE COMPLIANCE DEPARTMENT:

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

	Point Range	Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A
Deputy CBO								
Hourly		\$ 26.53	\$ 27.86	\$ 29.25	\$ 30.71	\$ 32.25	\$ 33.86	\$ 35.55
Biweekly		\$ 2,122	\$ 2,229	\$ 2,340	\$ 2,457	\$ 2,580	\$ 2,709	\$ 2,844
Annually		\$ 55,183	\$ 57,942	\$ 60,839	\$ 63,881	\$ 67,075	\$ 70,429	\$ 73,950
	CBO	\$ 57,422						\$ 76,950

(Job descriptions on file in the Administrative Services Department).

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

RESOLUTION NO. 05-398

IN THE MATTER OF ESTABLISHING A NEW FUND FOR COURT’S GUARDIAN AD LITEM:

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

Establish New Fund

28329206 Court's Guardian Ad Litem

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward