

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 25, 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

- 9:30 AM Public Hearing #2 For Roadway Intersection/Infrastructure Improve ments Along Kintner Parkway; At The U.S. Route 36/State Route 37 And Kintner Parkway Entrance; And Along US-36 In Support Of The American Showa, Expansion Project
- 1:30 PM Viewing For Consideration Of Request To Vacate 215 Feet (0.148 Acre) Of River View Drive In Concord Township

PUBLIC COMMENT

RESOLUTION NO. 05-463

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 21, 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 April 21, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-464

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0422:

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0422 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Scott, Scriven & Wahoff	Legal Fees	60111901-5301	\$ 8,212.76
Wm J. Shaffer Assoc Inc.	Ceiling Tile License Agency	40111402-5410	\$ 11,587.00
Rockwood Builders	FY04 Fairgrounds ADA	23011715-5365	\$ 40,000.00
Rockwood Builders	RLF Farigrounds ADA	23111709-5365	\$ 40,000.00
Increases			
OH Dept of JFS		10011108-537037070	\$ 10,000.00
Vouchers			
US Postal Service-Hasler	Postal Services	10011105-5331	\$ 20,000.00
Ben Bro Enterprises Inc.	Bldg/Land Rental	10011105-533533502	\$ 14,625.00

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

RESOLUTION NO. 05-465

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JILL STEMEN TANGEMAN ESQ., REQUESTING ANNEXATION OF 6.451 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Evans, seconded by Mr. Ward to acknowledge that on April 20, 2005, the Clerk to the Board of Commissioners received an annexation petition request to annex 6.451 acres from Orange Township to the City of Columbus.

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

RESOLUTION NO. 05 -466

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 Department is requesting that Susan Brown and Joyce Rhodes attend a Fiscal Training in Columbus, Ohio May 3-4, 2005, at the cost of \$185.00.

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The Court of Common Pleas is requesting that Mark Taglione attend a Sex Offenders Management Training in Columbus, Ohio June 15-16, 2005, at the cost of \$180.00.

The EMS Department is requesting that Teresa Kelly and Robert Farmer attend a Basic Disaster Life Support Training in Columbus, Ohio May 25, 2005, at no cost.

The EMS Department is requesting that Joe Farmer attend a CPR Instructor Course at Grady Memorial Hospital May 9-10, 2005, at the cost of \$100.00.

The EMS Department is requesting that eight employees attend a Pediatric Airway Management Course at Children’s Hospital May 2, 2005, at the cost of \$640.00.

The EMS Department is requesting that Tim Davis, Sam Moore, Rachel Hager, Terry Webb, Kirt Hill and Julie Webb attend a Crisis Intervention Training in Delaware, Ohio April 25-29, 2005, at no cost.

The EMS Department is requesting that Michael Gallion and Hiro Kobayshi attend a LifeLink Spring Update 2005 Training at Grant Medical Center May 7, 2005 at the cost of \$90.00.

The EMS Department is requesting that Robert Farmer attend an Ohio Public Information Officer Training Seminar in Columbus, Ohio May 26, 2005, at no cost.

The EMS Department is requesting that Todd Barstow attend a Leadership and Influence Course in Columbus, Ohio June 21-21, 2005, at no cost.

The EMS Department is requesting that Bill Jackson attend a Seminar on the Art of Working With People in Columbus, Ohio May 19, 2005, at the cost of \$179.00.

Juvenile Court is requesting that Kathy Sturman, Mark Travis, Katie Sasser and Sandi Forti attend a Juvenile Probation and Justice Management Conference in Lake Tahoe, Nevada May 15-19, 2005, at the cost of \$5,235.00.

The Facilities Department is requesting that Jon Melvin and Jack Primm attend a Facilities Meeting in Hamilton County April 26, 2005, at no cost.

The Prosecutor’s Office is requesting that Robert Vick attend a Career Prosecutor Course in Charleston, South Carolina June 12-23, 2005, at the cost of \$3,492.89.

The Auditor’s Office is requesting that Todd Hanks and Ray Yonkura attend the CAAO Summer Conference in Cincinnati, Ohio June 6-8, 2005, at the cost of \$898.50.

The Environmental Services Department is requesting that Barry Bryant attend a Managing Municipal Utilities Using GIS Conference in Columbus, Ohio May 12, 2005, at no cost.

The Environmental Services Department is requesting that Alan Hankins attend an ESRI Seminar in Bowling Green, Ohio May 11, 2005, at no cost.

The Environmental Services Department is requesting that Alan Hankins attend an ESRI Seminar in Columbus, Ohio May 12, 2005, at no cost.

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

RESOLUTION NO. 05-467

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

Franklin A. Meredith Tuition \$1,395.00 Books \$245.00

Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 for specific items). The employee shall provide proof of full payment before reimbursement is processed.

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

RESOLUTION NO. 05-468

IN THE MATTER OF RECOGNIZING MAY AS OLDER AMERICANS MONTH:

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

**Proclamation by the
Delaware County Board of Commissioners
Recognizing May as Older Americans Month**

WHEREAS, Since 1963, every United States president has declared the month of May to be “Older Americans Month” for the purpose of honoring this most significant and rapidly growing segment of our population. The theme for this year’s Older Americans Month is “Celebrate Long - Term Living” which recognizes older Americans who are living longer, healthier and more productive lives, and;

WHEREAS, Delaware County’s older population has played an instrumental role in building this county and its institutions, and;

WHEREAS, older county residents continue to make invaluable contributions as workers, leaders, volunteers and caregivers, and;

WHEREAS, Delaware County’s older population will continue to increase by an estimated 337% over the next 15 years, and by the year 2020, 1 out of every 5 county residents are projected to be over the age of 60, and;

WHEREAS, as our population ages, the need for high quality affordable health, in-home and community services will continue to grow, as well as programs and volunteer opportunities for our older active population.

WHEREAS, this year, as in the past, the Council for Older Adults has planned a number of special local activities to pay tribute to local older adults and caregivers, and;

WHEREAS, the Council for Older Adults wish to involve all community members in these events and activities, including: May 17th as we celebrate Ohio’s Senior Citizens Day; May 18th for the Central Ohio Senior Hall of Fame induction of Delaware County resident, Jean Walker and May 24th, for Caregiver Recognition Day, as we recognize local residents who care for older loved ones in their homes;

THEREFORE, BE IT RESOLVED, that in recognition the month of May as “Older Americans’ Month” the Delaware County Board of Commissioners does hereby honor and congratulate local older adults for the important contributions that they have made and continue to make in Delaware County to our families, communities and society.

FURTHER RESOLVE that the Delaware County Board of Commissioners encourage local citizens, their family members and caregivers to get connected with the Council for Older Adults and its’ partner organizations, and, to become knowledgeable about volunteer opportunities, local service options, and, local resources to maintain a healthy and active lifestyle.

FURTHER RESOLVE that Delaware County Board of Commissioners recognize and congratulate local health and social service organizations who provide assistance and services for a growing number of older county residents for helping to make Delaware County a better place to live and to grow older.

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

RESOLUTION NO. 05-469

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER OF STOCK REQUEST FOR THE MILL CREEK GOLF COURSE CORPORATION (CLUB HOUSE, SHELTER AREA AND GOLF COURSE) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Scioto Township Trustees that The Mill Creek Golf Course Corporation has requested a stock transfer for the D1, D2, D3 and D6 permits located at 7259 Penn Rd. Scioto Township Ostrander, Ohio 43061, and

Whereas, the Scioto Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 05-470

IN THE MATTER OF APPROVING PLAT FOR PEELE ESTATES AND DITCH MAINTENANCE PETITION FOR MCCANNON ESTATES SECTION 1:

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

Peele Estates

Situated In The Township Of Liberty, County Of Delaware, State Of Ohio, Located In Farm Lot 6, Virginia Military Survey Number 2547, And Being All Of An 8.711 Acre Tract Conveyed To Jonathan Peele And Natalie Peele Trustees Of Under The Jonathan Peele Living Trust, Dated November 20, 2002, As Described In Official Record 423, Page 2522, County Recorder’s Office, Delaware, Ohio. Cost \$6.00.

Ditch Maintenance Petition- McCannon Estates Section 1

We the undersigned owners of 23.167 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **McCannon Estates Section 1** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

The cost of the drainage improvements is \$139,034.20 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-eight (38) 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, \$3,658.79 per lot. An annual maintenance fee equal to 2% of this basis \$73.18 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 \$2,780.84 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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-471

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR EAST POWELL ROAD LEFT TURN LANE AT VILLAGE AT POLARIS GREEN:

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

East Powell Road Left Turn Lane At Village At Polaris Green

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 25th 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 **DOMINION HOMES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**EAST POWELL ROAD LEFT TURN LANE AT VILLAGE AT POLARIS GREEN**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
- 3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the

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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 **NINE THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.

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

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

7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **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.

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

RESOLUTION NO. 05-472

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR WILLOW BEND SECTION 3:

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

Willow Bend Section 3

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

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$75,000** for the duration of the one year maintenance period. A Bond in that amount is available. The Engineer also request approval to return the Bond being held as construction surety to the developer, Big Walnut Associates.

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

RESOLUTION NO. 05 -473

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:

Permit #	Applicant	Location	Type of Work
U05073	American Electric Power	Sunbury Road	Relocate pole
U05074	Consolidated Electric	Brindle Road	Set 2 poles
U05077	American Electric Power	Hills Miller Road	Span electric over road
U05078	American Electric Power	Steitz Road	Relocate poles

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

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RESOLUTION NO. 05-474

IN THE MATTER OF APPROVING THE CONTRACT WITH AMERICAN CONSULTING, INC FOR THE HOME ROAD GRADE SEPARATION PROJECT:

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

CONTRACT

AGREEMENT, made and entered into this 25th day of April, 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.

WITNESSETH, that said SECOND PARTY, for and in consideration of a fee amount not to exceed \$552,836 based on a Cost Proposal for Engineering Services dated February 1, 2005, 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 Home Road Grade Separation Project (PID #75917), Delaware County, Ohio. 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 September 1, 2006.

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. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-475

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID AND APPROVING THE CONTRACT WITH THE SHELLY COMPANY FOR THE PROJECT KNOWN AS DELAWARE COUNTY 2005 ROAD IMPROVEMENT PROGRAM:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following Bid and approving the following contract:

2005 Road Improvement Program-Bid Opening of April 18, 2005

As a result of the referenced bid opening, we recommend that a bid award be made to The Shelly Company, the low bidder for the project. A copy of the bid tabulation is available for your information.

CONTRACT

AGREEMENT, made and entered into this 25th day of April, 2005 by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and THE SHELLY COMPANY, hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of the sum of TWO MILLION FORTY-SIX THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND TWENTY-NINE CENTS (\$2,046,155.29), based on unit prices on the attached Bid Blank, to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY, all necessary material, labor and equipment required to complete the project known as Delaware County 2005 Road Improvement Program, Delaware County, Ohio, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this Contract.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the Delaware County Engineer. Work is to be completed on or before July 29, 2005.

THE SECOND PARTY hereby agrees to hold the County free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said SECOND PARTY, his sub-contractors, agents or employees.

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SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor’s payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 05-476

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER TRI-RIVERS CAREER CENTER:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Adjustment to Basic Rates
Tri-Rivers Career Center 2222 Marion Mt. Gilead Rd Marion, Ohio 43302	Infant Toddler Preschool Schoolage	\$152.00 \$131.00 \$114.00 \$103.00	\$25.00 Registration Fee

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

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

RESOLUTION NO. 05 -477

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE WIA AREA 7 FISCAL MEETING:

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

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

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

WHEREAS, Delaware County will host a WIA Area 7 Fiscal Meeting on May 5, 2005; and

WHEREAS, these meetings are quarterly rotating among the counties in the Area 7; and

WHEREAS, the Department requests approval to purchase refreshments; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$50.00 to assist in funding the purchase of refreshments and other amenities for the WIA Area 7 Fiscal Meeting.

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

RESOLUTION NO. 05 -478

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR CHILD ABUSE PREVENTION BREAKFAST:

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

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

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

WHEREAS, April is recognized as Child Abuse Prevention month; and

WHEREAS, Delaware County Department of Job and Family Services has planned an event to observe Child Abuse Prevention month; and

WHEREAS, the State has allocated special funding for this purpose; and

WHEREAS, the Department requests approval to procure catering services for this event; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$315.00 to assist in funding the purchase of refreshments and other amenities for Child Abuse Prevention Month 2005.

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

RESOLUTION NO. 05 -479

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE CHILDREN’S FAIR:

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

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

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

WHEREAS, The Children’s Fair is an annual Delaware County collaborative event; and

WHEREAS, Delaware County Department of Job and Family Services will participate in this event; and

WHEREAS, Participants are to plan activities engaging children; and

WHEREAS, the Department requests approval to purchase refreshments and token gifts as appropriate; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$51.00 to assist in funding the purchase of refreshments and other amenities for Children’s Fair 2005.

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

RESOLUTION NO. 05 -480

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH CENTRAL OHIO LANDSCAPE COMPANY FOR LAWN CARE SERVICES FOR THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICE:

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

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WHEREAS, Delaware County received six bids for lawn care services for the Delaware County Emergency Medical Service Stations on April 11, 2005. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Central Ohio Landscape Company has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid and approve the contract with Central Ohio Landscape Company for lawn care services for the Delaware County Emergency Medical Service Stations.

**Delaware County Board of Commissioners
Contract**

This Contract made by and between:

**Central Ohio Landscape Co.
188 Twp. Rd. 158
Waldo, OH 43356**

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

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

ARTICLE 1

- 1.1 The Contractor shall provide the services as described in the request for proposals (RFP), which is attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:

**ITB #05-01 – EMS Station Lawn Care
For Delaware County, Ohio**

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the bid documents, not to exceed annually Ten Thousand dollars (\$10,000.00), based upon the unit pricing set forth in the proposal, submitted by the Contractor and opened on April 11, 2005.
- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

- 3.1 The original term of this contract shall be for two (2) years, beginning May 1, 2005, and ending April 30, 2007.
- 3.2 This contract may be renewed at the end of the original period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.
- 3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract

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shall be brought in a court of competent jurisdiction in the State of Ohio.

- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 The Contractor shall carry such bodily injury and property damage liability insurance as is satisfactory to the Delaware County Board of Commissioners and will protect it and the Delaware County Board of Commissioners against claims for personal injury, including death or property damage, which may arise from operations under this Contract.
- 4.6 The Contractor will also provide proof of coverage by the Bureau of Workers Compensation. Such proof shall be provided to the Delaware County Board of Commissioners prior to the Contractor beginning work.
- 4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services
- 4.8 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

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

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

RESOLUTION NO. 05-481

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Bridgette DeCastro has accepted the Case Manager position with the Child Support Enforcement Agency; effective date May 2, 2005.

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

RESOLUTION NO. 05-482

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR HIDDEN SPRINGS SECTION 2:

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

Hidden Springs Section 2	1,192 feet of 8-inch sewer	4 manholes				
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 05-483

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR TRADITIONS OF POWELL:

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

Traditions Of Powell

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 25TH day of April 2005, by and between **VILLAGE COMMUNITIES CORP.** SUBDIVIDER, as evidenced by the **TRADITIONS OF POWELL** 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 (**\$40,200**) 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 **\$3200**, 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

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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.

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

RESOLUTION NO. 05-484

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND URS CORPORATION FOR DESIGN, PERMITTING AND RECOMMENDATIONS FOR A NEW SOLID WASTE TRANSFER STATION:

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

**GENERAL CONDITIONS FOR PROFESSIONAL SERVICES
("Agreement")**

This Agreement between **Delaware County, 50 Channing Street (South Wing), Delaware, Ohio 43015**, ("Client") and **URS Corporation - Ohio** ("URS"), an **Ohio** corporation; 564 White Pond Drive, Akron, Ohio, 330-836-9111 is effective as of **April 25, 2005**. The parties agree as follows:

ARTICLE I - Services. URS agrees to perform for Client the professional services ("Services") described in URS proposal dated **April 18, 2005** ("Proposal"), attached and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically described in the Proposal. As full consideration for the performance of Services, Client shall pay to URS the compensation provided for in the Proposal. As stated in the March 4, 2005 Proposal, compensation is a Lump Sum amount of \$125,000. URS will not exceed this amount without prior written approval from the Client.

ARTICLE II - Payment. Unless otherwise stated in a Work Order, payment shall be on a time and materials basis under the Schedule of Fees and Charges in effect when the Services are performed. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, URS may suspend further performance until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and

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promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys’ fees, court costs, and other related expenses shall be paid to the prevailing party.

ARTICLE III - Professional Responsibility. URS is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. URS is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

ARTICLE IV - Responsibility for Others. URS shall be responsible to Client for URS Services and the services of URS subcontractors. URS shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

ARTICLE V - Client Responsibility. Client shall: (1) provide URS, in writing, all information relating to Client’s requirements for the project; (2) correctly identify to URS, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify URS of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give URS prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that URS is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and URS is not a party, Client shall pay URS for any time and expenses required in connection therewith, including reasonable attorney’s fees.

ARTICLE VI - Force Majeure. An event of “Force Majeure” occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of URS to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, URS shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, URS may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, URS shall be compensated for all reasonable termination expenses.

ARTICLE VII - No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Client and URS. No third party shall have the right to rely on URS opinions rendered in connection with the Services without URS written consent and the third party’s agreement to be bound to the same conditions and limitations as Client.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

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

RESOLUTION NO. 05-485

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM MID OHIO BUSINESS SYSTEMS FOR
MOBILE SHELVING AT THE RECORDS CENTER AND APPROVING SUPPLEMENTAL
APPROPRIATIONS FROM PERMANENT IMPROVEMENT:**

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

Whereas, on March 18, 2005 Delaware County requested proposals for mobile shelving to be installed in the Records Center, and

Whereas, three proposals were received and after reviewing, it has been determined the best proposal for this project was submitted by Mid-Ohio Business Systems.

Therefore Be It Resolved, the project be awarded to Mid-Ohio Business Systems at a cost of \$54, 875.00.

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Further Be it Resolved, that a Supplemental Appropriations from Permanent Improvement and Purchase Order Request be approved as follows:

40111402-5450 \$54,875.00

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

RESOLUTION NO. 05-486

IN THE MATTER OF APPROVING THE COORDINATION AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF CDBG AND HOME FUNDED ACTIVITIES:

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

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds to the State of Ohio Department of Development (“State”);

WHEREAS, the State has awarded CDBG and/or HOME funds to Delaware County for undertakings that may affect properties that are listed in or eligible for listing in the National Register of Historic Places (“National Register”); and

WHEREAS, the County and the Ohio State Historic Preservation Officer (“SHPO”) agree that by following the procedures outlined in this agreement, the County will be able to meet its obligations pursuant to Section 106 and Section 110(f) of the National Historic Preservation Act (16 U.S.C. 470) and its implementing regulations, Protection of Historic Properties (36 CFR Part 800), to take into account the effects of federally assisted projects on historic properties and provide the Advisory Council on Historic Preservation (“Council”) an opportunity to comment.

NOW, THEREFORE, the County and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulation at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. Archaeology

In the event the Delaware County Commissioners plans any ground disturbance as part of rehabilitation, new construction, site improvement, or other undertaking, the Delaware County Commissioners will consult with the OHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register.

II. Exempt Activities

- A. If the Delaware County Commissioners determines that an undertaking only involves (a) buildings that are less than fifty years old or (b) exempt activities, as defined by Stipulation II. B., II. C., and II. D., then the undertaking shall be deemed exempt and require no further review under this agreement because these activities generally have no effect on historic properties. The Delaware County Commissioners will keep documentation of this decision on file and compile a list of exempt undertakings annually, as required in Stipulation V.
- A. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:
1. Non-Construction Work
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering fees and other non-construction fees and costs.
 - c. Rental or purchase of equipment.
 - d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
 - e. Mortgage refinancing where no change in use will occur.
 2. Site Work
 - a. Repair, line painting, resurfacing, and maintenance of existing streets, roads, alleys, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur.

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- b. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
- 3. Exterior Rehabilitation
 - a. Rebuilding of existing wheelchair ramps.
 - b. Repair of porches, cornices, exterior siding, doors, balustrades, stairs, or other trim as long as any new material matches existing features in composition, design, color, texture, and other visual and physical qualities.
 - c. Foundation repair.
 - d. Exterior scraping with non-destructive means and painting of wood siding, features and trim; exterior painting of brickwork, if existing surfaces are already painted. (This does not apply to lead-encapsulant painting).
 - e. Caulking, reglazing, and weather-stripping.
 - f. Installing of screens and storm windows, provided that they:
 - (1) Completely fill the original window opening.
 - (2) Match the meeting rail or other major divisions.
 - (3) Outside storms must not protrude beyond the face of the building.
 - (4) Interior storms must not cause damage to the original interior trim.
 - (5) Interior storms must be designed to seal completely so as to protect the primary window from condensation damage.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim.
 - h. Repair or replacement of asphalt, fiberglass shingle, and asbestos roof covering with in-kind materials as long as the shape of the roof does not change.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof does not change.
 - j. Repair or replacement of gutters and downspouts.
- 4. Interior Rehabilitation
 - a. Repair or installation of new basement floors.
 - b. Installation of attic insulation.
 - c. Repair of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
 - d. Kitchen and bathroom remodeling if no walls, windows, or doors are altered.
 - e. Installation of new furnace, water heater, or furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural or decorative features.
 - g. Asbestos abatement activities that do not involve removal or alteration of structure or decorative features.
- B. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement. (**Appendix C**)
- C. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement. (**Appendix D**)

III. Project Review

- A. If the Delaware County Commissioners determines that an undertaking will involve any activities that are not exempt under Stipulation II, the Delaware County Commissioners will, in accordance with 36 CFR 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO: (1) project location, including a map; (2) project description, including work write-ups, plans, or specifications, as appropriate; (3) color photographs of all elevations of the building or site; (4) date any buildings in the project area were built; (5) a statement of whether any properties in the project area are listed in or eligible for listing in the National Register; (6) if there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties (**See Appendix A**).
- B. This submission should include, and the SHPO will consider, the following information if it explains the [grantee's] decisions regarding National Register eligibility and effect:
 - (1) condition assessments for various historic elements;
 - (2) an explanation of the goals of the undertaking;

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- (3) alternative treatments considered and cost estimates for each;
 - (4) life cycle maintenance costs related to each alternative;
 - (5) proposed measures to mitigate or minimize adverse effects;
 - (6) available marketing studies; and
 - (7) any other information that warrants consideration.
- C. The SHPO will respond, in accordance with 36 CFR Part 800, to the Delaware County Commissioners within 30 days after receiving the project documentation by stating that (1) the SHPO concurs with the [grantee's] decision about eligibility and effect; (2) the SHPO disagrees with the [grantee's] decision about eligibility and effect; or (3) the SHPO needs more information in order to concur or disagree with the [grantee's] decision about eligibility or effect.
- D. If the SHPO and the Delaware County Commissioners agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the Delaware County Commissioners will retain the SHPO's letter in its project file and the review process, in accordance with 36CFR Part 800, will be complete.
- E. If the SHPO and the Delaware County Commissioners agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, or the SHPO disagrees with the [grantee's] decision, the Delaware County Commissioners will follow the procedures described in 36 CFR Section 800.5 (**See Appendix B**).
- F. After receiving additional information from the Delaware County Commissioners, the SHPO will respond within 30 days as described in Stipulation III.C., above.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of Delaware County Commissioners staff as required by the Delaware County Commissioners or as proposed by the SHPO in order to assist the Delaware County Commissioners in carrying out the terms of this agreement.

V. Monitoring

Within 30 days after the end of each calendar year that this agreement is in force, the Delaware County Commissioners will submit to the SHPO a list of the undertakings exempted from review under Stipulation II of this agreement. For each exempt undertaking, the list will include a brief description of each activity undertaken and the age of the building or a notation that it was less than 50 years old.

VI. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

VII. Terms of Agreement

This agreement will continue in full force until April 25, 2008 and will be reviewed for modifications, termination, or renewal before this date. At the request of either party, this agreement may be reviewed for modifications at any time.

By execution and implementation of this agreement, the Delaware County Commissioners and the SHPO agree that their respective responsibilities under the NHPA, associated regulations, and other related statutes, will be fulfilled.

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

RESOLUTION NO. 05-487

9:30 AM - IN THE MATTER OF OPENING THE PUBLIC HEARING # 2 TO CONSIDER THE AMERICAN SHOWA EXPANSION:

It was moved by Mr. Ward, seconded by Mr. Evans to open the hearing.

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

RESOLUTION NO. 05-488

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR THE AMERICAN SHOWA EXPANSION:

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It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing.

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

RESOLUTION NO. 05-489

A RESOLUTION AUTHORIZING THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO FILE AN APPLICATION TO THE STATE OF OHIO, TO PARTICIPATE IN THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT PROGRAM TO ASSIST WITH THE CONSTRUCTION OF PUBLIC ROADWAY / INFRASTRUCTURE IMPROVEMENTS ON KINTNER PARKWAY; IMPROVEMENTS TO THE U.S. ROUTE 36 / STATE ROUTE 37 AND KINTNER PARKWAY INTERSECTION AT THE ENTRANCE TO THE SUNBURY INDUSTRIAL PARK; IMPROVEMENTS ALONG US-36 / SR-37 FROM KINTNER PARKWAY TO MILLER DRIVE; ALL ASSOCIATED WITH THE PROPOSED AMERICAN SHOWA, INC. EXPANSION PROJECT IN THE VILLAGE OF SUNBURY:

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for the purpose of addressing local needs; and

WHEREAS, the Delaware County Board of Commissioners desires to participate in the program to receive financial assistance for American Showa, Inc. under the Ohio Small Cities Community Development Block Grant Economic Development Program; and

WHEREAS, the Delaware County Board of Commissioners has the authority to apply for financial assistance and to administer the amounts received from the State of Ohio, Department of Development, through its Small Cities Community Development Block Grant Economic Development Program; and

WHEREAS, the President of the Delaware County Board of Commissioners must direct and authorize the Director of the Delaware County Department of Economic Development to act in connection with the application and to provide such additional information as may be required.

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 President of the Board of County Commissioners authorizes the Director of the Delaware County Department of Economic Development as the official representative of Delaware County to submit an application to participate in the State of Ohio, Department of Development, Small Cities Community Development Block Grant Community Development Program, and provide all information and documentation required in said Application for submission.
- Section 2.** That the Delaware County Board of Commissioners hereby approves filing an application for up to \$500,000 in financial assistance under the Ohio Small Cities Community Development Block Grant Community development Program.
- Section 3.** That the Delaware County Board of Commissioners hereby understands and agrees that participation in the program will require compliance with program guidelines and assurances.
- Section 4.** That the Delaware County Board of Commissioners hereby commits itself to provide the local share funding as described in the application.

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

RESOLUTION NO. 05-490

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 10:05AM.

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

RESOLUTION NO. 05-491

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 10:50AM.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 25, 2005

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners