

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006

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

**Prosecutor Session -Canceled**

**7:30 PM Reconvening Of The Final Hearing For The Gwinner Ditch No. 262 Ditch Project**

**PUBLIC COMMENT**

**RESOLUTION NO. 06-709**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 1, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held June 1, 2006 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 06-710**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR062 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR062:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR062, memo transfers in batch numbers MTAPR062 and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
DATA Transportation	Handicap Accessible	23111709-5365	\$ 15,420.00
Tyeveco Inc.	Formula 2005/Ashley	23011705-5365	\$ 17,250.00
Rebecca R. Lilly	CHIP 04 Downpayment	23011714-5365	\$ 12,000.00
VWR Scientific Corp	OECC Lab Steam Scrubber	65211905-5450	\$ 5,473.49
Henry P Thompson	Pump Tank Replacement	65211919-5450	\$ 10,650.00
Imagistics Intl. Inc.	Imagistics IM4511 Copier	10011301-5450	\$ 7,043.00
Center for Resolution Of Disputes	Mediation	10011102-5301	\$ 700.00
<b>Increases</b>			
Leanne Bauerdick	Board & Care	22511607-5350	\$ 3,660.00
Leah Blake	Day Care	22411610-5348	\$ 5,000.00
<b>Vouchers</b>			
Janice R. Marabeto/Success Tech	Professional Services-( Add line 2)	22411601-5348	\$ 12,400.00
Family & Children First Council	Access To Better Care (Close)	22411601-5348	\$ 5,600.00
Galen McLeod	CHIP 04/Downpayment Asst.	23011714-5365	\$ 12,000.00
McWherters Petroleum	Gas for Service Center	10011106-5228	\$ 17,672.36
Tyeveco	CHIP Home Repairs/J Caldwell	23011713-5365	\$ 6,975.00
Quality Control Inspection Inc.	Various Locations	65111904-5301	\$ 12,099.04
Merrick & Company	Part of Ortho 1 Lidar Project	65211905-5301	\$ 30,000.00
Center for Resolution Of Disputes	Mediation	10011102-5301	\$ 700.00

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

**RESOLUTION NO. 06 -711**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The EMS Department is requesting that Larry Fisher attend the CCAO Summer Conference (EMAO Conference) in Akron, Ohio June 11-13, 2006 at no cost.

The Department of Job and Family Services is requesting that Susan Sours, Debbie Breedlove and Cathy Ross attend a Policy Systems Training in Columbus, Ohio August 22-23, 2006, at no cost.

The Engineer's Office is requesting that Chris Bauserman attend the CCAO/CEAO Summer Conference in Akron, Ohio June 11-13, 2006, at the cost of \$825.00.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006**

---

The Administrative Services Department is requesting that Terry Conant attend the CCAO Summer Conference in Akron, Ohio June 12-13, 2006, at the cost of \$80.00.

Juvenile Court is requesting that Laura Lynd-Robinson attend an ODADAS Addiction Studies Seminar in Columbus, Ohio July 18-21, 2006, at the cost of \$445.00.

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

**RESOLUTION NO. 06-712**

**IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR TARTAN FIELDS PHASE 20B:**

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

**Ditch Maintenance Petition- Tartan Fields Phase 20b**

We the undersigned owners of 10.575 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Tartan Fields Phase 20b** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). These plats have been or will be 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 **Tartan Fields Phase 20b** Subdivision.

The cost of the drainage improvements is \$38,255.97 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. 15 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, \$3,453.77 per lot. An annual maintenance fee equal to 2% of this basis \$41.97 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 \$629.61 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. 06-713**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR VINMAR FARMS SECTION 3, PHASE A:**

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

**Vinmar Farms Section 3, Phase A**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 5<sup>th</sup> day of June 2006, between **DOMINION HOMES**, as evidenced by the **VINMAR FARMS SECTION 3, PHASE A** 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 5/5/06, 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

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006**

---

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

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

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

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006

**RESOLUTION NO. 06-714**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR OLENTANGY CROSSINGS SECTION 2, PHASES A&B; ALUM CROSSINGS SECTION 1; ABBEY KNOLL SECTION 5, PHASE A; ABBEY KNOLL SECTION 5, PHASE B:**

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

**Olentangy Crossings Section 2, Phases A&B**

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 2006 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$88,600** for the duration of the one year maintenance period. A Bond in that amount is available.

**Alum Crossings Section 1**

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 2006 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$202,000** for the duration of the one year maintenance period. A Bond in that amount is already in place.

**Abbey Knoll Section 5, Phase A**

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 2006 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$28,100** for the duration of the one year maintenance period. A Bond in that amount is already in place. He also request approval to return the Bond being held as construction surety to the developer, Rockford Homes.

**Abbey Knoll Section 5, Phase B**

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 2006 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$36,200** for the duration of the one year maintenance period. A Bond in that amount is already in place. He also request approval to return the Bond being held as construction surety to the developer, Rockford Homes.

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

**RESOLUTION NO. 06-715**

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

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

Permit #	Applicant	Location	Type of Work
U06052	Columbia Gas	Harlem Road	Install gas main
U06068	Del-Co Water	Old 3C Highway	Install road bores
U06069	American Electric Power	Bunty Station Road	Install poles
U06071	Del-Co Water	Old 3C Highway	Install waterline
U06072	Verizon	Hyatts Road	Place cable
U06073	AT&T	Jewett Road	Place conduit
U06074	Columbia Gas	The Oaks Section 1	Install gas main
U06075	Columbia Gas	Oxbow Road	Install gas main

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

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006**

**RESOLUTION NO. 06 -716****IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH JACK AND NANCY POWELL FOR THE LEWIS CENTER/OLD STATE ROAD INTERSECTION IMPROVEMENT PROJECT:**

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

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

This Agreement entered into on the below date by and between Jack L. Powell and Nancy G. Powell, Co-Trustees, The Jack L. Powell and Nancy G. Powell Revocable Living Trust dated May 26, 2005 (if more than one, collectively) called the OWNER (and, if applicable, the undersigned spouse(s) of the seller(s), which hereby agree(s) to relinquish and release to the purchaser herein all right, interest and expectancy of dower in the hereinafter described real property); and the Board of County Commissioners of Delaware County, hereinafter called the PURCHASER.

WITNESSETH: In consideration of the mutual promises, agreements and covenants herein contained:

1. Purchaser promises and agrees to pay to said Owner the total sum of Six Thousand Five Hundred----- Dollars (\$6,500.00) which total sum to be paid the Owner pursuant to this Contract shall constitute the entire compensation for:
  - A. The real property to be conveyed.
  - B. For damages to any residual lands of the owner.
  - C. For owner's covenants herein; and,
  - D.
  - E. and for any supplemental instruments necessary for transfer of title.

It is understood and agreed that the owner is responsible for all delinquent taxes and assessments including penalties and interest and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is the earlier date. Owner is also responsible for all future installments of special assessments levied and assessed against said real property, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on said real property at the date of transfer. The Purchaser may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the Owner and any deficiency shall be the responsibility of the Owner.

2. Owner agrees to sell and convey, upon the fulfillment of all the obligations and terms of this AGREEMENT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the real property in fee simple, of if otherwise specified, the rights or estate in the real property, as described in Exhibit A, attached hereto which is incorporated herein and made a part hereof as if fully rewritten herein, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
3. Owner further agrees to release to said purchaser, its successors and assigns, any and all abutters rights, including access rights, appurtenant to any remaining lands of the Owner of which the above described real property now forms a part, in, over, from and to the real property described in Exhibit A hereof. (This paragraph applies to limited access parcels only.).
4. Owner further agrees to execute supplemental instruments necessary for the construction and maintenance of said highway project, over, across, and upon the real property described in Exhibit A.
5. Owner further agrees to convey said real property as herein set forth, with release of dower, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning restrictions and public utility easements of record.
6. Owner further agrees to assist wherever possible to procure, record and deliver to the purchaser releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying said premises, and all assessment claims against said real property.
7. Owner also agrees that he will not change the existing character of the land, in the event of any damage, change, alteration or destruction occurs to said real property thereon, resulting from any cause whatsoever, prior to the date the possession is surrendered to the Purchaser, the Owner agrees to restore it to the condition it was in at the time of the execution of this agreement by the Owner, or to accept the

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006

purchase price consideration, hereinabove stated, less the cost of such restoration. In case the Owner refuses to restore it to the condition it was in at the time of the execution of this Agreement by the Owner, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this agreement by written notice to said Owner.

8. Prior to acceptance by the Purchaser, the execution of this Agreement by the Owner shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this Agreement by the purchaser with said period, it shall constitute a valid and binding Agreement of Sale and Purchase.
9. Owner agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Agreement which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Owner by the Purchaser that Purchaser is ready to close.
10. Physical possession of vacant land shall be surrendered no later than the date payment is tendered.
11. This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors and assigns.
12. Three (3) trees within in proposed right of way are not to be disturbed as part of this roadway project. However, owner understands/agrees that trees will be within County right of way and are subject to future removal, should the County deem it necessary.

EXHIBIT A  
*Parcel 1-WD*

Situated in the Township of Orange, County of Delaware and State of Ohio, and being part of Farm Lot 17, Section 1, Twp. 3 N, Range 18 W, and Farm Lot 5, Section 1, Twp. 3 N, Range 18 W, of the United States Military Lands also being part of Lot 706 of the Chapman Subdivision, as recorded in Plat Book 16, Page 126 at the Recorders Office. Said parcel being part of the Jack L. and Nancy G. Powell tract as recorded in Vol. 558, Pages 517 & 2183 of the Official Records of Delaware County, and further bounded and described as follows:

Beginning for reference at a railroad spike found in the centerline R/W of South Old State Rd, with centerline STA 0+95.44, said point also being on the East Line of the Village of Alum Creek, Section 3, Subdivision, as recorded in Plat Book 2, Page 244; Thence N 13° 06' 37" E, 205.906 ft., along the centerline R/W of South Old State Rd to a point at STA 3+01.40, said point being at the Southeast corner of the aforementioned Lot 706, Chapman Subdivision and corner of aforementioned Powell tract, said point also being the True Point of Beginning;

Thence, N 86° 20' 00" W, 60.82 ft along the North line the aforementioned Village of Alum Creek Subdivision, to an iron pin set at centerline R/W, STA 2+91.42, 60.00 ft LT, passing an iron pin found at 30.44 ft;

Thence, N 13° 06' 37" E, 146.47 ft, through the aforementioned Powell tract, to an iron pin set at centerline R/W STA 4+37.88, 60.00 ft LT, on the South line of Lot 707, of the aforementioned Chapman Subdivision;

Thence, S 86° 20' 59" E, 60.83 ft, along the common line between Lot 706 and 707, to the centerline R/W of South Old State Rd., STA 4+47.88, passing an iron pin found at 30.71 ft;

Thence, S 13° 06' 37" W, 146.48 ft, along the centerline of South Old State Rd, to the True Point of Beginning.

Containing 0.202 acres of which 0.101 acres are Present R/W Occupied.

Bearings herein are based on assumed Meridian and Origin based on an alignment survey by R.D. Zande & Assoc., Inc.

Subject to all easements, rights of way, legal highways and zoning ordinances of record.

Parcel No. 27-00720  
Todd D. Willis, PS  
Reg. Surveyor No. 7996

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

**RESOLUTION NO. 06-717**

**IN THE MATTER OF APPOINTING A 9-1-1 PLANNING COMMITTEE FOR THE PURPOSE OF  
ADDENDING THE EXISTING DELAWARE COUNTYWIDE 9-1-1 PLAN:**

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006

It was moved by Mr. Jordan, seconded by Mr. Evans, to appoint the following:

WHEREAS, it is the desire of the Delaware County Board of Commissioners to addend the existing Delaware Countywide 9-1-1 Plan in accordance with Ohio Revised Code 4931.45, and

WHEREAS, the purpose of the addendum is for describing and implementing a wireless enhanced 9-1-1 plan within Delaware County in accordance with changes to Ohio law as a result of HB361 and Senate Bill 9;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners appoint a Planning Committee consisting of:

- James D. Ward - President of the Board of Commissioners to serve as Chair
- Tom Homan – Delaware City Manager (as appointed by the Delaware City Council)
- James Agan – Vice Chair, Orange Township Board of Trustees (as appointed by the board)

and establish an initial meeting time and date of 1:00 p.m. on Wednesday June 21<sup>st</sup>, 2006.

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

**RESOLUTION NO. 06-718**

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

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

Robert Stevens has resigned his position as a part-time paramedic with the Delaware County EMS; Effective date May 22, 2006.

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

**RESOLUTION NO. 06 -719**

**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 BUSINESS FOCUS GROUP CO-SPONSORED BY JOB AND FAMILY SERVICES AND ECONOMIC DEVELOPMENT:**

It was moved by Mr. Jordan, 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, the Delaware County Department of Job and Family Services has responsibility for workforce development activities; and

WHEREAS, Delaware County Department of Job and Family Services has received a special technical assistance grant; and

WHEREAS, three business focus groups have been planned for June 7, 7:30 a.m. to 9:00 a.m. and 11:00 a.m. to 12:30 p.m. and 1:00 p.m. to 2:30 p.m. to discuss current and projected hiring needs; and

WHEREAS, Delaware County is requesting authority to expend a portion of the technical assistance grant to purchase food and amenities 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 \$415 to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Delaware County Business Focus Group.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request to Buehlers in the amount of \$415.00.

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006

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

**RESOLUTION NO. 06-720**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
40811422-5301	Rdwy Development (Olentangy TIF)/Services and Charges	\$250,311.55
40811425-5301	Rdwy Development (Lewis Center/23 Assessment)/ Services and Charges	\$158,247.30

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

**RESOLUTION NO. 06-721**

**IN THE MATTER OF AUTHORIZING ISSUING A REQUEST FOR STATEMENT OF QUALIFICATIONS FOR MARKET RESEARCH FOR A STUDY OF WAGE SCALES :**

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

**Market Research For A Study of Wage Scales  
Request for Statement of Qualifications**

The Delaware County Commissioners are in search of a consultant to analyze market data of comparable organizations to provide a report and recommendations of fair wages for the County's Compensation Management System wage scales. The consultant will be responsible for reviewing and analyzing wages of comparative employers with similar positions to the County and will provide suggested recommendations for adjustments to the County's wage charts and/or salary scales. The consultant will also be responsible for evaluating the structure and integrity of the Compensation Management Plan and will make suggestions to modify and improve the system. Delaware County will provide much of the raw data needed for analysis, but the consultant may be responsible for gathering additional follow-up survey data. The analysis will determine the percentage of change in each job category over the past 18 months.

The chosen consultant will be required to evaluate the current County pay system for each job category. Each job category and current wage scale is attached for your reference.

The consultant will be required to meet the Delaware County Commissioners, County Administrator, Human Resources and other offices and departments as necessary to review findings and make necessary recommendations based on the research findings and evaluation conducted. These recommendations will be in writing and signed by the chosen consultant.

The consultant's report must be delivered by August 4, 2006.

**1. Determination of Findings:**

- A. Meet with Director of Administrative Services, Personnel Coordinator, County Administrator, Board of Commissioners, and/or others to determine needs.
- B. Determine percentage of change over the last 18 months for each of the following general categories. The consultant will review a data received for several positions within each category to determine if the scales match other entities.
  - 1. LTC
  - 2. COMOT
  - 3. POLE
  - 4. PAT
  - 5. EXEC
  - 6. SPECAT
- C. Determine the percentage of change over the last 18 months for other specific positions.
- D. Evaluate the structure and integrity of the Compensation Management Plan and make suggestions to modify and improve the system.



COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006

E. Estimated time needed to complete the project: \_\_\_\_\_ (i.e.# of hours)

**1. Proposal Items:**

- A. No Statement of Qualifications (SOQ) will be accepted after **5:00 p.m. on June 16, 2006.**
- B. All (SOQ's) should be submitted to the Delaware County Human Resources Department, 10 Court St. Delaware, Ohio 43015.
- C. SOQ's shall be submitted in the following manner:
  - One signed hard copy
  - One electronic copy

Please submit on the form provided, including the Qualification Questionnaire.
- D. All minimum information requested must be addressed and answered by the Consultant. Failure to do so may result in disqualification of the Consultant's SOQ.
- E. Two (2) or more of the Consultants may be called and interviewed after review of all the SOQ's submitted. At that time, further information may be requested, in order that a decision may be made.
- F. All preliminary questions and all correspondence during the SOQ period must be submitted in writing and sent via U.S. Postal Service or by email (preferred) to [dhuston@co.delaware.oh.us](mailto:dhuston@co.delaware.oh.us). Answers to questions will be compiled and mailed via U.S. Postal Service or e-mail to all interested parties. No questions will be taken or answered verbally.

**B. Required SOQ Information:**

- 1. Completed Qualification Questionnaire.
- 2. Project Statement, concerns, etc. as seen by the Consultant.
- 3. List of present projects as of date of this submission, anticipated future projects and workload, and number of calendar days Consultant anticipates time to complete this project, after award of contract.
- 4. Hourly rate schedule for Consultant work, employees, of the Consultant, subcontractors, reimbursable expenses, etc.
- 5. Consultant's name, address, telephone and facsimile numbers, and email address.
- 6. The names and addresses of any subcontractors being used for the project.
- 7. A draft copy of the proposed service agreement to provide the services of this project.
- 8. One (1) signed hardcopy and one (1) electronic copy (diskette, CD, or e-mail in MSWord) of the proposed contract to perform this project.

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

**RESOLUTION NO. 06-722**

**7:30 PM RECONVENING OF THE FINAL HEARING FOR THE GWINNER DITCH NO. 262 DITCH PROJECT:**

It was moved by Mr. Evans, seconded by Mr. Jordan to reconvene the Hearing at 7:30PM.

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

**RESOLUTION NO. 06-723**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE GWINNER DITCH NO. 262 DITCH PROJECT:**

It was moved by Mr. Jordan, seconded by Mr. Evans to close the Hearing at 8:40PM.

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

**RESOLUTION NO. 06-724**

**IN THE MATTER OF COMMISSIONERS' FINDING AFFIRMING ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS FOR THE GWINNER DITCH NO. 262 DITCH PROJECT:**

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

In the matter of The Gwinner Ditch No. 262 Ditch Petition filed on May 14, 2001;

WHEREAS,            this being the day fixed by said Board in the order dated the 5<sup>th</sup> day of June 2006, for the

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006

continuation of the final hearing on the Reports, Plans, and Schedules of the County Engineer, on the estimated assessments, on claims for compensation or damages and on the proceedings for the improvement.

WHEREAS, The Board finds that due and legal notice of this final hearing has been given as required by law; and

WHEREAS, The Board has heard all the evidence offered in the proceedings and received and considered all the schedules, plans, and reports filed by the County Engineer:

WHEREAS, this Board has considered the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, etc.;

THEREFORE BE IT RESOLVED, that the Board hereby approves the maps, profiles, plans, schedules and reports for prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will upfront the remaining cost of the Construction and Commissioners will no longer borrow the money, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, or any part thereof, and in case manufactured material is required for the construction of the improvement, the County Engineer is hereby directed to send copies of the notice by mail to dealers and manufacturers and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

FURTHER BE IT RESOLVED, THAT THE COMMISSIONERS APPROVE ESTABLISHING A NEW FUND NUMBER FOR THE GWINNER DITCH PROJECT 40311410.

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 5, 2006

---

---

Letha George, Clerk to the Commissioners