

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 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

PUBLIC COMMENT

The Commissioners thought the ground breaking ceremony for the new Grady Memorial Hospital site was nice.

Robb Leeds with the OSU Extension Office introduced Dr. Gary Gao, who will be taking over the Horticultural Position with the Extension Office.

(For a complete record refer to the Official CD minutes).

RESOLUTION NO. 06-987

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 31, 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 July 31, 2006 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. 06-988

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR082:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR082, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Increase			
Global Protection Services	Security Services	10011102-5301	\$ 30,000.00
Corporate Express	Office Supplies	22411605-5201	\$ 5,000.00
Vouchers			
Comp Management Inc.	Workers Comp TPA Admin Service	75110902-5301	\$ 5,600.00
Mathews Kennedy Ford	2006 Ford Explorer	10011303-5450	\$ 20,892.05
Double Z Construction	Olentangy Crossing Assessment	44211423-5420	\$ 146,224.82
State of Ohio Treasurer	State Audit	10011102-5301	\$ 3,706.86
Quandel Group	Construction Management CFOA	43111424-5410	\$ 28,400.00
Bound Tree Medical	Medical Supplies For EMS	10011303-5243	\$ 7,553.27
Prudential Group Life	July 2006 Premium	60211902-5370	\$ 7,300.27
Huntington Bank	Interest US/23 Lewis Center	50411121-5710	\$ 79,777.78
Huntington Bank	Principal US/23 Lewis Center	50411121-5715	\$ 2,000,000.00
Huntington Bank	Interest Sawmill	50811125-5710	\$ 83,766.67
Huntington Bank	Principal Sawmill	50811125-5715	\$ 2,100,000.00
Huntington Bank	Interest Primmer	50511122-5710	\$ 2,792.22
Huntington Bank	Principal Primmer	50511122-5715	\$ 70,000.00

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

RESOLUTION NO. 06-989

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Regina Prouty, Susan Brown and Wendy Shannon attend the 4th Annual Child Support Conference in Columbus, Ohio August 14, 2006, at the cost of \$12.00.

The Child Support Enforcement Agency is requesting that Kelly Mills attend a Child Support Conference Committee Meeting in Columbus, Ohio August 25, 2006, at the cost of \$12.00.

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The Child Support Enforcement Agency is requesting that Kelly Mills and Teresa Farlee attend a Cultural Diversity Meeting in Dayton, Ohio August 17, 2006, at no cost.

The Auditor's Office is requesting that Jane Tinker attend a GFOA Annual Conference in Cincinnati, Ohio September 13-15, 2006, at the cost of \$716.40.

The Administrative Services Department is requesting that Kevin Williams attend a CORSA Annual Membership Meeting in Columbus, Ohio August 25, 2006, at the cost of \$26.00.

The Court of Common Pleas (Adult Court Services) is requesting an amendment to Doug Missman's previously approved travel request to attend MRT Instructor Training in Memphis, Tennessee August 17-18, 2006, revised total cost is now \$1,545.00.

The EMS Department is requesting that Robert Farmer attend a Basic Disaster Life Support Course in Mifflin Township Hall August 29, 2006, at no cost.

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

RESOLUTION NO. 06-990

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
U06100	Columbus Southern Power	Seldom Seen Road	Install pole and hang primary
U06101	Embarq	Rosecrans Road	Relocated buried cable
U06102	Embarq	S. Galena Road	Relocated buried cable
U06103	Columbia Gas	Liberty Road	Install gas main
U06104	American Electric Power	South Old State Road	Relocated overhead line
U06105	Columbus Southern Power	Sawmill Parkway	Directional bore
U06106	American Electric Power	Cheshire Road	Raise wire along road

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

RESOLUTION NO. 06-991

IN THE MATTER OF APPROVING THE UPDATED DITCH INSPECTION REPORT FOR 2006 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2007:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the updated 2006 Ditch Inspection Report and establish percentage of maintenance assessments for 2007, as follows:

COUNTY 2007 TAXES

Ditch Name	Ditch #	Percent
Boulder Ridge	0613	2.5%
Buckeye Data Center	0618	2.5%
Buckeye Ready Mix	0619	2.0%
Cheshire Woods Estates Sec 1	0617	2.0%
Cheshire Wood Sec 1	0612	2.0%
Estates at Medallion	0603	2.5%
Glen Oak 4	0608	2.5%
Kinsale Village	0610	2.5%
McCammon Estates Sec 3	0606	2.5%
McCammon Estates Sec 4	0614	2.5%
Northstar Sec 1	0611	2.0%
Northwest Storage	0615	2.0%
Olentangy Crossing Sec 1, 2, 3A, 7 & Lewis Center	0607	2.5%
Ravines at Scioto Reserve	0605	2.5%
Sage Creek Sec 4 Ph B	0601	2.0%
Scioto Reserve Expansion Sec 1 Ph A	0604	2.5%
Scioto Reserve Expansion Sec 1 Ph B	0620	2.5%
Tartan Field 20B	0609	2.5%
Wilshire 7 A & B	0616	2.5%
Woods at Wildcat Run	0602	0.0%
Ravines of Alum Creek	0502	0.0%

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INSPECTION REPORT

General Information

1. Name and number of group
2. Type of group: O=Open Ditch T=Tile ST=Storm Tile B=Basin Swale W/W=Waterway S/D=Surface Drain
3. Balance of money as of August 1, 2007

Proposed Work

1. Brush and cattails:
If need to be sprayed
2. Seed marked in lbs.
3. Pipe marked as number needing to be replaced
4. Cost of project to do work
5. Assessment column has percent collected and projected income for 2007

(A copy of the report is available for review at the Commissioners Office until no longer of administrative value).

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

RESOLUTION NO. 06-992

IN THE MATTER OF ACCEPTING AND AWARDED THE BID AND APPROVING THE CONTRACT WITH G&G ENTERPRISES FOR THE GWINNER DITCH IMPROVEMENT PROJECT:

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

Gwinner Ditch Improvement Project/ Bid Opening of July 31, 2006

As the result of the above referenced bid, The Engineer recommends that a bid award be made to G&G Enterprises, the only bidder for this project. They were, however, below our bid estimate of \$35,264.00. Two copies of the Contract with G&G Enterprises are available for your approval.

CONTRACT

AGREEMENT, made and entered into this 3rd day of August, 2006 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **G&G ENTERPRISES**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **THIRTY-FOUR THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS AND EIGHTY-EIGHT CENTS** (\$34,959.88), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **GWINNER DITCH PETITION PROJECT**, 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 and Delaware Soil and Water Conservation District**. Work is to be completed on or before **September 15, 2006**.

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.

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

RESOLUTION NO. 06-993

IN THE MATTER OF ACCEPTING AND AWARDED THE BID AND APPROVING THE CONTRACT WITH KOKOSING CONSTRUCTION COMPANY FOR THE SECTION LINE ROAD – OSU PROJECT:

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

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contract:

Section Line Road – OSU Project/Bid Opening of July 31, 2006

As the result of the above referenced bid, The Engineer recommends that a bid award be made to Kokosing Construction Company, the low bidder for the job. A Bid tabulation is available for your information and there are two copies of the Contract with Kokosing for your approval.

CONTRACT

AGREEMENT, made and entered into this 3rd day of August 2006, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **KOKOSING CONSTRUCTION COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **SEVEN HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FIFTY-THREE DOLLARS AND THIRTY-TWO CENTS** (\$748,953.32), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **SECTION LINE ROAD - OSU PROJECT IMPROVEMENTS**, 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 **August 28, 2006**.

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.

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 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. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-994

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

April Riley has accepted the Accounting/Payroll Clerk Position with the Department of Job and Family Services; effective date August 7, 2006.

Sherry Melvin has accepted the Clerical Specialist Position with the Department of Job and Family Services; effective date August 7, 2006.

Kimberly Goelz has resigned her position as Employment Counselor with the Department of Job and Family Services; effective date August 18, 2006.

Dana Covington has resigned her position with the Department of Job and Family Services; effective date July 15, 2006.

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

RESOLUTION NO. 06-995

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER LIFE CAMP AT DELAWARE CHURCH OF CHRIST:

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

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

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Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full Time
Life Camp at Delaware Church of Christ 162 Belle Ave. Delaware, Ohio 43015	K-6 th grade	\$44.00 per week

(A Copy of this contact is available in the Commissioners' Office until no longer of Administrative Value).

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

RESOLUTION NO. 06-996

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS NICHOLE OTTEN AND KATHY MCKEE:

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

Nichole Otten

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective July 19, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nichole Otten entered into on the 31st day of March, 2006.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$2500 to \$12,000.

Kathy McKee

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

This amendment, effective July 21, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kathy McKee entered into on the 9th day of November, 2005.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$10,000 to \$20,000.

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

RESOLUTION NO. 06-997

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND FOX RUN RESIDENTIAL TREATMENT CENTER:

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

Fox Run Residential Treatment Center

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AMENDMENT TO CONTRACT
For
Child Placement and Related Services
AMENDMENT NO. 2

This Amendment, effective July 28, 2006, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Fox Run Residential Treatment Center, entered into on the 14th day of April, 2006.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$39,000.00 to \$39,130.00.

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

RESOLUTION NO. 06-998

IN THE MATTER OF AUTHORIZING A PAY INCREASE FOR PAM PRUETT, INCOME MAINTENANCE SUPERVISOR WITH THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, Pam Pruett has pursued increased knowledge to enhance her performance in her position of Income Maintenance Supervisor with the Department of Job and Family Services, and;

WHEREAS, Pam Pruett has shown exemplary commitment to her job duties and the mission of the agency, and;

WHEREAS, Pam Pruett has successfully attained an Associates of Applied Business from Marion Technical College, and;

WHEREAS, the Director and the County Commissioners would like to recognize Pam Pruett for this achievement and her hard work and commitment;

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 a rate increase taking Pam Pruett to Grade B of the Income Maintenance Supervisor pay scale or \$20.14.

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

RESOLUTION NO. 06-999

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY VITITOE CONSTRUCTION FOR CDBG FY'05 VILLAGE OF ASHLEY WATER & SEWER PROJECT:

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

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

WHEREAS, funding, in an amount up to \$50,000 has been provided to Delaware County through the FY'05 CDBG Formula Program, and the Village has approved \$3,500 of their funds for this Project; and

WHEREAS, the project was bid out and bids were received on July 11, 2006; and

WHEREAS, the engineering firm for the Village of Ashley has reviewed the bids received, and the bid submitted by Vititoe Construction., in the amount of up to \$53,185.08 has been determined to be the lowest and best bid.

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

Section 1. That the Delaware County Board of Commissioners hereby awards the bid to Vititoe Construction to perform the Manholes Rehabilitation Project as approved in Delaware County's FY'05 CDBG Formula Grant for the Village of Ashley.

Section 2. That the Delaware County Board of Commissioners agrees to funding of up to \$50,000 from CDBG FY' 05 funds, conditioned on the Village's contribution of \$3,500 for this Project.

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

Agreement

THIS AGREEMENT made this 3rd day of August, 2006, by and between, **Vititoe Construction** hereinafter called the "Contractor" and **Delaware County Commissioners**, hereinafter called the "Owner".

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

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Rehabilitation of 13 Manholes and Mobilization/Demobilization.

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely Ashley –Water & Sewer Project, and required supplemental work for the N/A all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, dated N/A, and N/A dated N/A numbered, all as prepared by Tara Lee acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum **Fifty-Three Thousand One Hundred Eighty-Five Dollars and Eight Cents (\$53,185.08)** subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of N/A; and individual trading as N/A

2. Supply principal items of Contract such as equipment, material and workers.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

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

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

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

RESOLUTION NO. 06-1000

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD:

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

WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of

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work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioners of Delaware County
Office/Department:	Insurance and Risk
Daily spending per card:	\$ 2,500.00
Monthly spending per card:	\$10,000.00
Single transaction limit:	\$ 2,500.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card 1: Cindi Blair

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

RESOLUTION NO. 06-1001

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS SCIOTO RESERVE EXPANSION, SECTION1, PART B AND SCIOTO RESERVE LIFT STATION:

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

Scioto Reserve Expansion, Section1, Part B	7485 Feet Of 8” Sewer	51 Manholes
Scioto Reserve Lift Station	660 feet of 8” sewer	3 manholes
	349 feet of 4” force main	
	1 Lift Station	

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

RESOLUTION NO. 06-1002

IN THE MATTER OF APPROVING THE DEVELOPER’S AGREEMENT FOR NORTHSTAR WATER RECLAMATION FACILITY IMPROVEMENT PLANS:

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

Northstar Water Reclamation Facility Improvement plans

**DEVELOPER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 3rd day of August 2006, by and between Northstar Land LLC, DEVELOPER, as evidenced by the Northstar Water Reclamation Facility Improvement plans as approved by the Delaware County Sanitary Engineer and the BOARD OF COUNTY COMMISSIONERS, (COUNTY) of Delaware County, Ohio on June 26th 2006, is governed by the following considerations and conditions, to wit:

WHEREAS, the DEVELOPER is developing the Northstar Subdivision in Delaware County, Ohio (the "Subdivision'), and the Subdivision will consist of single family residences, commercial development areas, two schools, a golf course, a golf course clubhouse, and related facilities. In connection with the development of the Subdivision, the DEVELOPER will be installing a waste water reclamation facility and reuse system for the Subdivision in accordance with permits issued by the applicable governmental authorities (hereafter referred to as the "IMPROVEMENTS.) The average daily capacity of the water reclamation facility is 400,000 gallons per day.

WHEREAS, following construction of the IMPROVEMENTS, the SUBDIVIDER will be publicly dedicating such IMPROVEMENTS to Delaware County, and Delaware County desires to accept such IMPROVEMENTS and to thereafter assume responsibility for the maintenance, use and operation of the IMPROVEMENTS, in accordance with the terms of this Agreement.

Said DEVELOPER 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

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of which are a part of this AGREEMENT; said DEVELOPER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$7,428,245.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the approved plans and specifications. The DEVELOPER 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 DEVELOPER shall upon executing this AGREEMENT be issued by the DELAWARE COUNTY SANITARY ENGINEER approximately 1379 single family residential sanitary sewer connections ("taps") to connect with and use the IMPROVEMENTS for the Subdivision. The DEVELOPER shall have the right to retain all capacity fees charged by DEVELOPER to third parties for the taps in order to reimburse DEVELOPER for the construction costs for the IMPROVEMENTS. After acceptance of the public dedication of the IMPROVEMENTS, the DELAWARE COUNTY SANITARY ENGINEER shall retain usage fees and any inspection fees charged to third parties for operation and maintenance expenses of the IMPROVEMENTS. Delaware County acknowledges and agrees that the DEVELOPER shall have the exclusive right to use the IMPROVEMENTS for the Subdivision and the other uses described herein, and for any future uses DEVELOPER may desire to connect to the IMPROVEMENTS, up to the maximum average daily capacity of the IMPROVEMENTS pursuant to this Agreement. Delaware County reserves the right to allow existing single family homes that are deemed a public health nuisance by the County or the Local Health District and that are adjacent to the Subdivision to connect into and use capacity of the IMPROVEMENTS. All capacity fees for these adjacent connections to the IMPROVEMENTS will be retained by the DEVELOPER. The DEVELOPER agrees that the capacity fee for the adjacent existing single family homes will not exceed the Delaware County capacity fee then in effect. Delaware County shall perform monitoring of the Water Reclamation Facility in compliance with the Permit To Install issued by the Ohio Environmental Protection Agency. Solely at his cost, the Developer shall provide all other monitoring as required by the Ohio Environmental Protection Agency for the IMPROVEMENTS.

The DEVELOPER 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 DEVELOPER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The DEVELOPER 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 DEVELOPER, when in the opinion of the COUNTY, his performance is deemed inadequate. DEVELOPER agrees to submit a detailed level 3 construction schedule to the COUNTY prior to start of construction.

The DEVELOPER 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 contemplated within this AGREEMENT.

SANITARY FACILITES CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$360,000.00, estimated to be necessary to pay the cost of plan review and inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the DEVELOPER 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 DEVELOPER 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 DEVELOPER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection. The DEVELOPER agrees to provide access to the IMPROVEMENTS during construction and assist the COUNTY in its inspection. DEVELOPER will assist the COUNTY in the IMPROVEMENT start up and testing to verify the working operation of the IMPROVEMENTS. The DEVELOPER agrees to remedy or replace faulty equipment, structures, appurtenance, etc. at the direction of the COUNTY to the COUNTY's (or COUNTY

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representative's) satisfaction.

The DEVELOPER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The DEVELOPER 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 DEVELOPER.

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 DEVELOPER 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 CD-ROM in Autocad DWG 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.
- (4) 4 sets of hard bound Operation and Maintenance manuals
- (5) 2 sets of electronic (digital) Operation and Maintenance manuals
- (6) All operation and programming data in both electronic and hard copy format of the SCADA system.
- (7) All equipment manufacturers' warranties.

The DEVELOPER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The DEVELOPER 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 DEVELOPER 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 DEVELOPER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The DEVELOPER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the DEVELOPER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the DEVELOPER become unable to carry out the provisions of this AGREEMENT, the DEVELOPER'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 DEVELOPER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 06-1003

IN THE MATTER OF APPROVING A WAIVER FOR THE APPLICATION AND COLLECTION OF THE "ABOVE NORMAL STRENGTH SEWAGE" USER FEE SURCHARGE FOR THE FEBRUARY, MAY AND AUGUST 2006, BILLINGS:

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

WHEREAS: The Commissioners Resolution No. 04-1601 requires all customers to be billed for their monthly service, and

WHEREAS: The Delaware County Sewer District levies a surcharge for "above normal strength sewage" based on the following definitions:

- 1. "Normal sewage" means sewage which when analyzed shows by weight a daily average of not more than 250 parts per million of suspended solids, and not more than 200 parts per million of biochemical oxygen demand (BOD).

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2. "Suspended solids" means solids that either floats on the surface of, or are in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.
3. "CBOD" (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter, under standard laboratory procedure, in five (5) days at 20 degrees centigrade, expressed in parts per million by weight.

WHEREAS: The billing of customers also includes strength of sewage surcharge. The surcharge is determined by evaluating (sampling) the customer's strength of sewage, and

WHEREAS: After discussions with the State Auditor's Office and reviewing Resolution 04-1601 the Sanitary Engineer's Office has not been performing the sampling in accordance with Commissioners' Resolution No. 04-1601 due to a prior interpretation of the resolution, and

WHEREAS: The Sanitary Engineer desires to remedy this issue and requests 1 billing cycle (quarter) time to determine and enact an equitable method to be reimbursed for higher than Normal sewage being discharged by the Sewer District customers.

THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO: that the surcharges to the quarterly user fee billing for "above normal strength sewage" be waived for the February, May and August 2006 billings.

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

RESOLUTION NO. 06-1004

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

Supplemental Appropriation	Amount
10016101-5201 Board of Elections/Office Supplies	3,000.00
10016101-5208 Board of Elections/ Operating Supplies	4,007.08
10016101-5250 Board of Elections/Minor Tools & Equip	5,650.00
10016101-5255 Board of Elections/Office Furniture	1,000.00
10016101-5260 Board of Elections/Inventoried Tools	128,160.00
10016101-5301 Board of Elections/Professional Services	10,989.60
10016101-5312 Board of Elections/Advertising Legal Notices	7,400.00
10016101-5313 Board of Elections/Printing	35,550.00
10016101-5331 Board of Elections/Postal & Freight	30,000.00
10016101-5375 Board of Elections/Election & Settlement	76,923.18
10016101-5450 Board of Elections/Machinery & Equipment	7,000.00

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

RESOLUTION NO. 06- 1005

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Todd Barstow has resigned his position as EMA Grant Assistant; effective July 22, 2006.

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

Adjourn till 1:00pm

RESOLUTION NO. 06-1006

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 AND FOR LAND ACQUISITION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 1:05PM.

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

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RESOLUTION NO. 06-1007

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 3:00PM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners