

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

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

RESOLUTION NO. 08-1205

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETINGS HELD OCTOBER 9 AND 10, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meetings held October 9 and 10, 2008 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. 08-1206

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1010 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1010:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1010, memo transfers in batch numbers MTAPR1010 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO’S</b>			
Garland Co. Inc.	Willis Bldg. Repair/Windstorm	60111901-5370	\$ 8,540.00
<b>Vouchers</b>			
OSU Extension Office	Grant 4th Quarter	10011102-5601	\$ 71,500.00
Siemens	Bioxide/Various Locations	66290308-5290	\$ 19,960.38
CEBCO	Nov Claims and EAP Charges	60211902-5370	\$ 809,671.82

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

RESOLUTION NO. 08 -1207

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Matthew Smith attend a Hearing Officers Training in Knox County October 29, 2008, at no cost.

Juvenile Court is requesting that Lisa Lemaster attend a Street Smart, Drugs ID, Gangs and Computer Crimes Training in Columbus, Ohio October 15, 2008, at no cost.

Juvenile Court is requesting that Lisa Lemaster and Darlene Miller attend a Sex Offender Management Training in Columbus, Ohio November 13-14, 2008, at no cost.

The Administrative Services Department is requesting that Dawn Huston attend a Seminar for Social Work Continuing Education Credits in Delaware, Ohio October 8, 2008, at the cost of \$40.00

The Administrative Services Department is requesting that Dawn Huston attend an Ohio Public Employer Labor Relations Association Fall Seminar in Columbus, Ohio October 24, 2008.

The Administrative Services Department is requesting that Dawn Huston attend a Seminar for Social Work Continuing Education Credits in Delaware, Ohio October 21, 2008, at the cost of \$40.00

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

RESOLUTION NO. 08-1208

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE DELAWARE COUNTY COMMISSIONERS FOR THE PURPOSE OF

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008**

---

**INSTALLING AND MAINTAINING A PRE-EMPTED SYSTEM INSTALLATION LOCATED AT UNITED STATES ROUTE 23; AND LEWIS CENTER ROAD:**

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

**Agreement**

This Agreement, made this 13<sup>th</sup> day of October, 2008 by and between the Ohio Department of Transportation whose address is 400 East William Street, Delaware Ohio 43015 (hereinafter referred to as "ODOT"), and the Delaware County Commissioners and whose address is 101 North Sandusky Street, Delaware, Ohio 43015 hereinafter referred to as the "Local Authority".

**WITNESSETH THAT:**

In consideration of the mutual covenants hereinafter contained and for the purpose of installing and maintaining a pre-empted system installation located at United States Route 23 ; and Lewis Center Road. WHEREAS: a need for a preempted system exists to efficiently control traffic at the intersection of United States Route 23 and Lewis Center Road;, when emergency vehicles approach, and

WHEREAS: the State cannot install the proposed pre-emption system at State expense; And

WHEREAS: the Local Authority wishes to have the proposed pre-emption system.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**I. INSTALLATION**

The Local Authority shall prepare the necessary plans for the proposed pre-emption system and they shall be in accordance with the standards set forth in the Ohio Manual of Uniform Traffic Control Devices Section 4D.13. Said plans shall be reviewed and approved by ODOT prior to release to the vendor and prior to installation.

The Local Authority agrees that the design and installation of the subject pre-emption system will conform to the plan included in this Agreement as Exhibit "A".

The Local Authority shall furnish all material, labor, tools and equipment necessary to install the pre-emption system so it is complete and ready for operation. Such material shall be subject to approval by ODOT prior to installation.

**II. BONDS AND ASSURANCES**

The Local Authority shall obtain or cause to be obtained a performance bond in the amount of Thirty thousand dollars (\$30,000), which shall indemnify the State of Ohio and ODOT against all damages suffered by the failure of the Local Authority to perform the Agreement according to its provisions and in accordance with the plan contained in Exhibit "A", Ohio Revised Code (R.C.) §4511.10, and other requirements deemed necessary for the acceptance by the State of Ohio of the completed traffic control device(s).

The performance bond described in Paragraph 1 of Section II of this Agreement, shall include, in addition to the obligation to faithfully perform this Agreement, the obligation to pay all lawful claims of subcontractors, material people and laborers for labor performed and materials furnished in the carrying forward, performing or completion of the construction and erection of the traffic control device(s).

The form of this Bond shall be in accordance with R.C. §153.57.

Nothing in this Agreement, including Paragraphs 1 and 2 of Section II, shall be construed as to release the Local Authority in part or whole, to the State of Ohio and ODOT from any liability, arising from a failure to perform this contract properly.

**III. INDEMNIFICATION**

The Local Authority shall or cause to be procured an insurance policy in the amount necessary to adequately cover damage to persons or property resulting from work on the construction of the pre-emption system. The minimum amount of insurance shall be One Million Dollars (\$1,000,000.00).

In no event shall the Local Authority, its contractors, subcontractors, workers or agents be considered agents or employees of the State of Ohio or ODOT.

**IV. INSPECTIONS**

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008**

---

The Local Authority shall permit the State of Ohio, ODOT or its authorized agent to enter upon the site for the purposes of inspection at any reasonable time or times during the time of this Agreement.

**V. COMPLETION OF INSTALLATION**

When the pre-emption system construction has been completed and before it is placed in operation, it shall be inspected by ODOT, which will determine whether the pre-emption system conforms to plans and Exhibit "A", as well as any relevant statute or regulation.

If the pre-emption system is found to be in conformity with all plans, regulations and statutes, the State will accept the pre-emption system, at which time the State shall assume ownership for all pre-emption system equipment and traffic control devices related to the project governed by this Agreement. Although the state will assume ownership the Local Authority shall maintain the pre-emption system equipment.

The pre-emption system shall operate under the jurisdiction of the State of Ohio, including the phasing and timing as provided by R.C. §4511.10.

**VI. MODIFICATION OF PRE-EMPTION SYSTEM**

If, after the initial installation or modification of the pre-emption system, either party determines or believes that additional or modified equipment or modified timing of the equipment is necessary to improve the flow of traffic at the location, the parties shall consult on the modification felt necessary and, to the extent reasonably possible, shall agree on the modifications to be made and the payment of the costs attendant thereto, if any. If agreed to by the Local Authority and ODOT the work may be performed by ODOT forces. An invoice to recover the actual cost of materials, labor and equipment for the modification will be submitted to the Local Authority for payment. The invoice will be presented to the Local Authority for payment within 30 days after the completion of the work. Payment of the invoice by the Local Authority shall be made within 30 days after receiving the invoice. ODOT reserves the right to alter the pre-emption system, the roadway or other appurtenances as it deems necessary if the parties do not agree.

**VII. NORMAL MAINTENANCE**

The Local Authority shall provide all normal maintenance required at all times, hereafter, for the efficient operation of subject traffic control pre-emption system. Normal maintenance guidelines shall incorporate those functions necessary for maintaining the pre-emption system operation at all times; i.e., replacement of all malfunctioning pre-emption system components or those that may be damaged either by accident or deterioration. It shall be the responsibility of the Local Authority to maintain a stock of spare pre-emption equipment and/or pay for repairs to malfunctioning equipment. If changes to vehicle traffic volumes or patterns require an update to the system equipment the Local Authority shall be responsible for the cost of improvements. The county shall notify the head of ODOT's electrical section 48 hours prior to entering ODOT property and accessing the controller for the purpose of maintenance.

**VIII. REMOVAL**

When it is determined by the State that said pre-emption system or its appurtenances are no longer essential to the safety, convenience or welfare of the traveling public, or any individuals traveling to or from the Local Authority's property, or any individuals traveling near the Local Authority's property, or that the maintenance of traffic in general would be better served by the discontinuance of the pre-emption system, then all such equipment, material and devices shall be removed by the State at no expense to the Local Authority. All salvageable materials and equipment shall be returned to the Local Authority and the parties shall be relieved of all obligations under this Agreement.

The determination that the pre-emption system is no longer useful or desirable shall be made by the State of Ohio, ODOT, in any reasonable manner, including, but not limited to, findings based on a traffic engineering study.

**IX. NOTICES**

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to either party's above referenced address.

**X. GOVERNING LAW**

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

**XI. SEVERABILITY**

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

---

If, and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appeal able order, such holding shall in no way affect the validity of the remainder of this Agreement.

**XII. ENTIRE AGREEMENT**

This Agreement and the attachments hereto, if any, constitute the entire agreement between the Local Authority and ODOT and supersede all previous written and oral negotiations, commitments and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement.

**XIII. CONSIDERATION**

Each party to this Agreement recognizes that the rights and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**XIV. TERM**

This agreement shall terminate if the following events occur: ODOT makes a determination that the pre-emption system is no longer needed in accordance with Section X.

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

**RESOLUTION NO. 08-1209**

**IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:**

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

**Patricia Jones**

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

This amendment, effective August 14, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Patricia Jones entered into on the 1<sup>st</sup> day of January 2008.

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 \$40,000 to \$75,000.

**Delaware City SACC**

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

This amendment, effective September 8, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware City SACC entered into on the 1<sup>st</sup> day of January 2008.

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 \$55,000 to \$100,000.

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

**RESOLUTION NO. 08-1210**

**IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY**

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

SERVICES AND DELAWARE CAB FOR CLIENT TRANSPORTATION:

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

Delaware Cab

AMENDMENT TO CONTRACT  
For  
Client Transportation  
  
AMENDMENT NO. 1

This Amendment, effective September 15, 2008, is to amend the Contract for Client Transportation between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Delaware Cab, entered into on the 4<sup>th</sup> day of October 2007.

Article II  
**CONTRACT TERM:** Changes contract end date from September 13, 2008 to December 31, 2008.

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

RESOLUTION NO. 08-1211

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Amber Huber as a Social Service Worker III with the Department of Job and Family Services; effective date October 27, 2008.

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

RESOLUTION NO. 08-1212

A RESOLUTION AUTHORIZING THE FILING OF A WAIVER REQUEST AND USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND TO ASSIST THE DELAWARE AREA TRANSIT AUTHORITY (DATA) IN ACQUIRING HANDICAP ACCESSIBLE EQUIPMENT FOR ITS FOUR, NEW PUBLIC TRANSIT VEHICLES:

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

WHEREAS, the Ohio Department of Development, Office of Housing and Community Partnerships, (ODOD/OHCP) provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with CDBG funds, which require the use of these funds to have a National Objective of assisting eligible low-to-moderate income households; and

WHEREAS, ODOD has authorized Community Development projects requested in the past by Delaware County for eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, assistance to provide adequate public facilities to assist handicap individuals is considered a National Objective under the CDBG Program.

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 authorizes submitting a waiver request to ODOD/OHCP to request utilizing Delaware County Revolving Loan Fund funds in an amount not to exceed \$21,944 to assist the Delaware Area Transit Authority (DATA) in the purchase of handicap accessible wheelchair lifts, mobility aide positions, and a tie down tracking for each of DATA’s four (4), new public light transit vehicles.

Section 2. That, upon approval by the ODOD/OHCP of said waiver request, the Delaware County Board of Commissioners authorizes utilizing Delaware County Revolving Loan Fund funds in an amount not to exceed \$21,944 to assist the Delaware Area Transit Authority (DATA) in the purchase of handicap accessible equipment for DATA’s four (4) new public light transit vehicles.

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

Further be it resolved that the Commissioners approve the following Supplemental Appropriations,

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

23111709-5365	Delaware County Revolving Loan Fund	\$21,944
Vote on Motion	Mr. Ward      Aye      Mr. Jordan      Aye      Mr. Evans      Aye	

RESOLUTION NO. 08-1213

IN THE MATTER OF APPROVING RENAMING OF AN ORGANIZATIONAL KEY FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

Rename Organization Key	From	To
23011703	Community Housing Improvement Program 99	CDBG Formula 2008
Vote on Motion	Mr. Evans      Aye      Mr. Jordan      Aye      Mr. Ward      Aye	

RESOLUTION NO. 08-1214

IN THE MATTER OF REQUESTING APPROVAL TO AMEND THE HABITAT FOR HUMANITY AREA AND REQUESTING ADDITIONAL FUNDS FROM DELAWARE COUNTY PROGRAM INCOME FOR HOME REPAIRS UNDER THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) FOR 2008:

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local businesses and Program Income that was established from recaptured funds from previous CHIP programs; and,

WHEREAS, the Delaware County Board of Commissioners approved, via Resolution #07-1451 dated November 26, 2007, the use of RLF funds in the amount of \$75,000 and Program Income funds in the amount of \$25,000 to fund DCHIP for the Home Repairs of 7+ units and infrastructure for Habitat for Humanity projects in Sunbury, and

WHEREAS, Delaware County DCHIP has assisted 9 units for Home Repairs with an additional 4 units requesting assistance, and

WHEREAS, Habitat for Humanity has requested that the previously approved funds designated to infrastructure in the Sunbury areas be used countywide in Delaware County

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

- SECTION I.      The Board of Commissioners hereby approves additional Program Income funds for Home Repairs of 4 units up to \$15,000.
- SECTION II.      The Board of Commissioners hereby approves that the funds designated to Habitat for Humanity be used Countywide
- SECTION III.    That this resolution shall take effect and be in force immediately after its passage.

Further be it resolved that the Commissioners approve the following Supplemental Appropriations,

23011702-5365	Delaware County Program Income Fund	\$15,000
Vote on Motion	Mr. Jordan      Aye      Mr. Evans      Aye      Mr. Ward      Aye	

RESOLUTION NO. 08-1215

SETTING BID OPENING DATE AND TIME FOR THE RENTAL OF DELAWARE COUNTY FARM LAND AT 4781 COUNTY HOME ROAD AND 1020 US HIGHWAY 42 NORTH, DELAWARE, OHIO:

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

LEGAL NOTICE  
RENTAL OF DELAWARE COUNTY FARM LAND  
4781 County Home Road  
1020 US Highway 42 North

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 until **10:00am on Monday, November 10, 2008** at which time they will be publicly opened and read and the cash lease awarded as soon as possible. Said land being offered for lease, located at the former Delaware County Home, 4781 County Home Road, and the Engineer’s Salt Storage Facility, 1020 US Highway 42 North, Delaware, Ohio.

There will be 169 of 219 acres at the County Home and 51 acres at the Engineer’s Salt Storage Facilities for a total of 220 acres, more or less, of cropland as denoted by the ASC Maps, to be offered for rent for one (1) crop season from April 1, 2009, with options to renew for two (2) additional one (1) year term. Approximately 50 acres will be set aside at the County Home farmland to be used by the Delaware County Sanitary Engineer. Payment of one half of annual rent shall be made on or before April 1<sup>st</sup> and remaining one half the annual rent by November 1<sup>st</sup> of each crop season, with notice of intent to exercise options to extend lease for one year period, to be submitted to County Commissioners in writing by October 15<sup>th</sup> preceding the crop year for extension. Said lease shall be for purpose of use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

Bid blanks may be obtained from Delaware County Facilities Management, 1405 US Rte 23 North, Delaware, Ohio during normal business hours, or off the internet at <http://www.co.delaware.oh.us> under the heading Current Bids.

Bids will be opened, tabulated awarded according to the discretion of the Board of Commissioners. The Commissioners reserve the right to reject any and all bids, to waive any irregularities or informalities on each bid.

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

RESOLUTION NO. 08-1216

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE LAND AND BUILDINGS DEPARTMENT:

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

Transfer of Appropriations			
From	To		
10011105-5001	10011105-5325		
Lands & Buildings/Compensation	Lands & Buildings/Maintenance Contracts	\$	45,000.00
10011105-5101	10011105-5325		
Lands & Buildings/Insurance	Lands & Buildings/Maintenance Contracts	\$	31,500.00
10011105-5102	10011105-5325		
Lands & Buildings/Workers Comp	Lands & Buildings/Maintenance Contracts	\$	1,000.00
10011105-5120	10011105-5325		
Lands & Buildings/PERS	Lands & Buildings/Maintenance Contracts	\$	7,000.00
10011105-5131	10011105-5325		
Lands & Buildings/Medicare	Lands & Buildings/Maintenance Contracts	\$	500.00
Supplemental Appropriation			
10011106-5228	County Garage/Vehicle Maintenance & Gas	\$	112,000.00
Vote on Motion	Mr. Jordan	Aye	Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 08-1217

IN THE MATTER OF APPROVING THE BIDS FOR BID PACKAGE 1 – HVAC (KIRK WILLIAMS MECHANICAL SERVICES) FOR THE BOILERS AND COOLING TOWER REPLACEMENT PROJECT, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County received bids for the Boilers & Cooling Tower Replacements for Delaware County, Ohio on October 6, 2008. And;

WHEREAS, after carefully reviewing the bids received, the bids submitted in the following chart have been determined to be the lowest and best bids

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bids submitted for Boilers & Cooling Tower Replacements for Delaware County, Ohio.

Description	Company Recommended	Amount of Contract Award
Bid Package 1 – HVAC	Kirk Williams Mechanical Services	\$160,761.00

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

RESOLUTION NO. 08-1218

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Eric Britenstine is resigning his position with the Water Reclamation Department; effective date September 22, 2008.

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

RESOLUTION NO. 08-1219

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT WITH TOM CAROTHERS FOR TUSSIC STREET ROAD:

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

Tom Carothers for Tussic Street Road

SUBDIVIDER’S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 13<sup>th</sup> day of October 2008, by and between Tom Carothers (herein known as SUBDIVIDER), as evidenced by the approved TUSSIC STREET ROAD sanitary sewer improvement plan, 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 (**\$ 33,300.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or 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 **\$4,329.00**, estimated to be necessary to pay the cost of 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



COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

(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 SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format. An excel spreadsheet shall accompany the plan submittal showing the locations of the manholes in State Plan Coordinates (1988 datum).
- (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. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 08-1220**

**IN THE MATTER OF AWARDING THE CONSULTANT SERVICES FOR GENERAL PLANNING AND PERMITTING OF THE CENTRAL ALUM CREEK SANITARY SEWER IMPROVEMENTS, DCRSD 08-02, TO CENTRAL ALUM CREEK, LLC.:**

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

Whereas sealed bids for the project known as Consultant Services for general planning and permitting of the Central Alum Creek Sanitary Sewer Improvements, DCRSD 08-02, were received by the Board of County Commissioners on August 6, 2008, and

Whereas two (2) bids were received as part of the public bidding process, and

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

---

Whereas the lowest bid received was from Central Alum Creek, LLC of Westerville, Ohio for \$122,500.00 for the specified consulting services, and

Whereas the bid from Central Alum Creek, LLC was evaluated against the bidding requirements and was deemed to have submitted the lowest and best bid.

Therefore be it resolved that the Consultant Services for general planning and permitting of the Central Alum Creek Sanitary Sewer Improvements, DCRSD 08-02, be awarded to Central Alum Creek, LLC of Westerville, Ohio.

Furthermore be it resolved that the Board of County Commissioners execute the NOTICE OF AWARD to Central Alum Creek, LLC of Westerville, Ohio.

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

**RESOLUTION NO. 08-1221**

**IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH THE DAVENTRY PARK HOME OWNERS ASSOCIATION FOR PERRY – TAGGART SANITARY IMPROVEMENTS:**

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

Whereas the Board of County Commissioner have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15” diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from the Daventry Park Home Owners Association are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit A, and

Whereas the Daventry Park Home Owners Association has executed an easement agreement for the County to purchase the required easements, and

Whereas the purchase price of the easement is five thousand one hundred and seventy eight six dollars (\$5,178.00).

Therefore be it resolved that the Board of County Commissioners executed the easement agreement with the Daventry Park Home Owners Association for the purchase of the easements as described in Exhibit A.

Furthermore be it resolved that the Board of County Commissioners approve at purchase order and voucher for payment in the amount of \$5,178.00 to the Daventry Park Home Owners Association from 66711903-5401.

(Copy of Exhibit available in the Sanitary Engineer’s Department until no longer of administrative value)

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

**RESOLUTION NO. 08-1222**

**IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH HEATHER A. LUKE FOR PERRY – TAGGART SANITARY IMPROVEMENTS:**

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

Whereas the Board of County Commissioner have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15” diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from Heather A. Luke at 8149 Olentangy River Road, Powell, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit A, and

Whereas Heather A. Luke has executed an easement agreement for the County to purchase the required

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

easements, and

Whereas the purchase price of the easements is ten thousand dollars (\$10,000.00).

Therefore be it resolved that the Board of County Commissioners executed the easement agreement with Heather A. Luke for the purchase of the easements as described in Exhibit A.

Furthermore be it resolved that the Board of County Commissioners approve at purchase order and voucher for payment in the amount of \$10,000.00 to Heather A. Luke and from 66711903-5401.

(Copy of Exhibit available in the Sanitary Engineer’s Department until no longer of administrative value)

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

**Presentation Of Building Colors At LSWRF To The BCC**

**Mr. Jordan’s motion on (In The Matter Of Approving An Easement And Right Of Way With American Electric Power/Columbus Southern Power Company For The Northeast Corner Of The 800 Cheshire Road Property) died for lack of a second. Item reschedule to the October 16<sup>th</sup> agenda.**

**DALE WILGUS, TREASURER, INVESTMENT COMMITTEE MEETING**

**RESOLUTION NO. 08-1223**

**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; FOR LAND ACQUISITION AND COLLECTIVE BARGAINING ISSUES:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:55AM.

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

**RESOLUTION NO. 08-1224**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 10:55AM.

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

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2008

---

Letha George, Clerk to the Commissioners