

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 2001

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: James Ward, Deborah Martin, Donald Wuertz

10:00 AM – Bid Opening for Financial and Human Resources Software Package, Data Conversion and Implementation

RESOLUTION NO. 01-509

8: 35 AM - IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn into Executive Session.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-510

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:59 AM:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn out of Executive Session:

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

PUBLIC COMMENT

RESOLUTION NO. 01-511

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 304945 THROUGH 305251:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 304945 through 305251 and Purchase Orders and Vouchers as listed below:

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P04345	City of Dublin	Reimburse City of Dublin for sewer payments received for them.	3530-2361	\$ 15,377.20

Vouchers

1B03882	Postmaster	Postal Services	0130-2200	\$ 10,000.00
1B03882	Postmaster	Postal Services	0130-2200	\$20,000.00
1B09610	Del Cnty Sheriff's Office	Purchase of miscellaneous	8610-4001	\$ 6,300.00

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-512

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the Tuition Assistance request as follows:

Kenneth Paul Bruen 3 Classes \$777.11

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01- 513

IN THE MATTER OF PROCLAIMING MAY 21-25, 2001, AS EMERGENCY MEDICAL SERVICES WEEK:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to proclaim the following:

WHEREAS, Emergency Medical Services is a vital public service; and

WHEREAS, Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

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- WHEREAS, Efforts to establish emergency medicine as a medical specialty began 25 years ago; and
- WHEREAS, The members of emergency medical service teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS, Emergency Medical Services teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, educator's, administrator's and others; and
- WHEREAS, Approximately two-thirds of all emergency medical services providers are volunteers; and
- WHEREAS, The people of Delaware County benefit daily from the knowledge and skills of these highly trained individuals; and
- WHEREAS, It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and
- WHEREAS, The designation of Emergency Medical Services Week will service to educate the people of Delaware County about injury prevention and how to respond to a medical emergency.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, do hereby proclaim the week of May 21-25, 2001 as Emergency Medical Services Week Delaware County and encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-514

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the following:

Juvenile Court is requesting that Thomas Loudon attend the Judges Annual Conference at Sandusky, Ohio on June 11 through June 14, 2001, in the amount of \$1,137.00.

Environmental Development is requesting that seven employees attend the Prosecutors Office Zoning Seminar at Buns on June 13, 2001, in the amount of \$128.45.

Juvenile Court is requesting that Jeanne Yant attend the Conference for Assistants at Columbus on July 9, 2001, in the amount of \$199.00.

Emergency Services is requesting that additional amount for registration be approved for C. VanGundy, L. Spring and K. Stojkov "How to Become a More Effective Supervisor" at Columbus on May 4, 2001, in the amount of \$45.00.

Auditor is requesting that David Yost, Shari Baker and Jane Tinker attend the Auditors Conference at Cincinnati on June 11 through June 14, 2001, in the amount of \$1,300.00.

Building is requesting that Mark Spence attend the "Hazardous Exhaust System" Seminar at Columbus on June 8, 2001, in the amount of \$155.00.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01-515

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING ON THE ZONING REQUEST OF LENARD MATHEWS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve **Monday, June 11, 2001 at 7:00 PM, in the Office of the County Commissioners**, 101 North Sandusky Street, Delaware, Ohio as the date and time to hold the Public Hearing on the zoning request of Lenard Mathews . A copy of the application is available for review at the Office of the Zoning Inspector – 50 Channing Street.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-516

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:

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It was moved Mrs. Martin, seconded by Mr. Wuertz to approve as follows:

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
101-1013-015	101-1013-040	\$ 105.00
EMA/WMD - Mat & Sup	EMA/WMD - Equip	

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-517

IN THE MATTER OF APPROVING THE PLATS FOR NORTHBROOKE CORPORATE CENTER, PHASE 2; SUMMERFIELD VILLAGE, SECTION 2, PHASE 2, SUMMERFIELD VILLAGE, SECTION 2, PHASE 3; PIATT MEADOWS, SECTION 2, PHASE 2; PIATT MEADOWS, SECTION 2, PHASE 3; TARTAN FIELDS, PHASE 5A; TARTAN FIELDS, PHASE 12B; AND PLANS FOR WOODS OF DORNOCH, SECTION 3; NORTH ORANGE, SECTION 1, PHASES 1,2 & 3; DITCH MAINTENANCE PETITIONS FOR VILLAGE AT ALUM CREEK, SECTION 5; HIGHLAND LAKES EAST, SECTION 11, PARTS 4 AND 5:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the plats/plans and ditch petitions:

Northbrooke Corporate Center, Phase 2

Situated in the State of Ohio, County of Delaware, Township of Orange, being part of Farm Lots numbered 21 and 22 in Section 3, Township 3, Range 18, United States Military Lands, containing 28.096 acres of land, more or less, according to a survey by Environmental Design Group Inc. conducted in April of 2000, being 16.609 acres of that tract of land described in the deed to Northbrooke/AC, LLC, of record in Official Record Volume 60, Page 1462 and being 11.487 acres of that tract of land described in the deed to Airtight Ltd. of record in Deed Book 658, Page 342 Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$9.00.

Summerfield Village, Section 2, Phase 2

Situated in the State of Ohio, County of Delaware, Township of Orange, lying in Section 2, Township 3, Range 18, United States Military Lands, in Farm Lot 23, being 6.288 acres, more or less, including 1.407 acres of right-of-way, containing 6.187 acres, out of the 23.072 acre tract conveyed to Dominion Homes, Inc. an Ohio Corporation, by O. R. 07, Pages 2545-2549, 0.027 acres out of the 13.356 acre tract conveyed to Dominion Homes, Inc. an Ohio Corporation, Deed Vol. 0054, Page 0156, and 0.074 acres out of open space as delineated on the Record Plat of Summerfield Village Section 2, Phase 1, of record in plat cabinet 2, slides 397-397A, records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$78.00.

Summerfield Village, Section 2, Phase 3

Situated in the State of Ohio, County of Delaware, Township of Orange, lying in Section 2, Township 3, Range 18, United States Military Lands, in Farm Lot 23, being 13.330 acres, more or less, including 1.721 acres of right-of-way, out of the original 13.356 acre tract conveyed to Dominion Homes, Inc., an Ohio corporation, by deed of record in Deed Vol. 0054, Page 0156, records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$120.00.

Piatt Meadows, Section 2, Phase 2

Situated in the State of Ohio, County of Delaware, Township of Berlin, lying in Section 3, Township 4, Range 18, of the United States Military Lands, containing 8.802 acres in Farm Lot 2, and 2.358 acres in Farm Lot 15, being 6.893 acres out of the original 18.188 acre tract conveyed to Dominion Homes, Inc. an Ohio Corporation, by deed of record in Deed Book t at Page 254-257, and 4.267 acres out of the 12.753 acre tract conveyed to Dominion Homes, Inc. an Ohio Corporation, by deed of record in Deed Vol. 0056 at Page 1607, in all 11.160 acres, more or less, including 2.558 acres of right-of-way, records of the Recorder’s Office in Delaware County. Lot fee in the amount of \$57.00.

Piatt Meadows, Section 2, Phase 3

Situated in the State of Ohio, County of Delaware, Township of Berlin, lying in Section 3, Township 4, Range 18, of the United States Military Lands, containing 1.257 acres out of the original 18.188 acre tract conveyed to Dominion Homes, Inc. an Ohio Corporation, by deed of record in Deed Book 6, at Page 254-257, and 8.484 acres out of the 12.753 acre tract conveyed to Dominion Homes, Inc. an Ohio Corporation, by deed of record in Deed Vol. 0056 at Page 1607 in all 9.741 Recorder’s Office in Delaware County. Lot fee in the amount of \$72.00.

Tartan Fields, Phase 5A

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Virginia Military Survey Number 2897, containing 1.293 acres, more or less, and further being a Resubdivision of lots 4874 through 4878

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of Tartan fields, Phase 5, of record in Plat Cabinet 2 on slide 110 and 110A, as the same were conveyed to T.A. Development, Ltd. in Deed Volume 665, at Page 549-550, records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$15.00.

Tartan Fields, Phase 12B

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Virginia Military Survey Number 2546, and being 1.419 acres out of the 29.108 acre tract conveyed to Northwood Land Corporation of record in Deed Book 583, at Page 85, and 0.207 acres out of the 0.978 acre tract conveyed to the Northwood Land Corporation of Record Book 650 at Page 306, records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$6.00.

Woods of Dornoch, Section 3

Street, Storm, and Water Improvement, Section 1, Township 4, Range 19, United States Military Lands, Delaware Township, Delaware County, Ohio.

North Orange, Section 1, Phases 1,2, & 3

Orange Township, Delaware County, Ohio, Part of Farm Lots 2,3,4,5, & 6, Section 2, Township 3, Range 18, U. S. Military Lands.

Village at Alum Creek, Section 5 – Ditch Maintenance Petition

We the undersigned owners of 26.194 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Village at Alum Creek, Section 5 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Village at Alum Creek, Section 5 Subdivision.

The cost of the drainage improvements is \$231,118.00 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. Sixty-three 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, \$3,668.54 per lot. An annual maintenance fee equal to 2% of this basis \$73.37 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 \$4,622.31 has been paid to Delaware County.

Highland Lakes East, Section 11, Parts 4 and 5 – Ditch Maintenance Petition

We the undersigned owners of 11.334 and 7.990 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Highland Lakes East, Section 11, Parts 4 and 5 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Highland Lakes East, Section 11, Parts 4 and 5 Subdivision.

The cost of the drainage improvements is \$119,120.00 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. Forty-four 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, \$2,707.27 per

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lot. An annual maintenance fee equal to 2% of this basis \$54.15 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,382.60 has been paid to Delaware County.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-518

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR THE OAKS AT HIGHLAND LAKES, PHASE 1; THE OAKS AT HIGHLAND LAKES, PHASE 2; THE OAKS AT HIGHLAND LAKES, PHASE 3; SAGE CREEK, SECTION 2, AND TROTTERS GAIT:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the subdivider's agreements:

The Oaks at Highland Lakes, Phase 1

THIS AGREEMENT executed on this 21 day of May 2001, between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **THE OAKS AT HIGHLAND LAKES PHASE 1** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations 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 as shown in the Engineer's Estimate approved 5/8/01, 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 **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed 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.

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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIFTY-ONE THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing 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.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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 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. 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**.

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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 privileges of make the improvements stipulated herein.

The Oaks at Highland Lakes, Phase 2

THIS AGREEMENT executed on this 21 day of May 2001, between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **THE OAKS AT HIGHLAND LAKES PHASE 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations 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 as shown in the Engineer's Estimate approved 5/8/01, 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 **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed 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 **SUB-DIVIDER** 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-FOUR THOUSAND SIX 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 testing 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.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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 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

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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 BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby grants the SUBDIVIDER or his agent, the right and privileges of make the improvements stipulated herein.

The Oaks at Highland Lakes, Phase 3

THIS AGREEMENT executed on this 21 day of May 2001, between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **THE OAKS AT HIGHLAND LAKES PHASE 3** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations 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 as shown in the Engineer's Estimate approved 5/8/01, 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 **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed 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 **SUB-DIVIDER** 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing 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.

Upon the completion of construction, the SUBDIVIDER shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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

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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 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. 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 BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby grants the SUBDIVIDER or his agent, the right and privileges of make the improvements stipulated herein.

Sage Creek, Section 2

THIS AGREEMENT executed on this 21 day of May 2001, between **TRENTON LAND COMPANY** as evidenced by the **SAGE CREEK SECTION 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 12/15/99, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. 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

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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.

Trotters Gait

THIS AGREEMENT executed on this 21 day of May 2001, between **TI MBERROCK LLC** as evidenced by the **TROTTERS GAIT SUBDIVISION** 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 12/20/00, 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 all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FORTY-ONE THOUSAND 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, and the cost of street and traffic control signs. 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

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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.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-519

IN THE MATTER OF ACCEPTING BONDING FOR NORTHBROOKE CORPORATE CENTER, PHASE 2; SUMMERFIELD VILLAGE, SECTION 2, PHASE 2; SUMMERFIELD VILLAGE, SECTION 2, PHASE 3; PIATT MEADOWS, SECTION 2, PHASE 2, AND PIATT MEADOWS, SECTION 2, PHASE 3:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to accept the bonding for the following:

Northbrooke Corporate Center, Phase 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The county Engineer is estimating the remaining construction costs to be **\$31,100**, and two bonds totaling that amount are in place to cover the bonding of this project.

Summerfield Village, Section 2, Phase 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The County Engineer is estimating the remaining construction costs to be **\$237,100** and a bond in that amount is in place to cover the bonding of this project.

Summerfield Village, Section 2, Phase 3

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The County Engineer is estimating

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the remaining construction costs to be \$245,280 and a bond in that amount is in place to cover the bonding of this project.

Piatt Meadows, Section 2, Phase 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer is estimating the remaining construction costs to be \$331,900 and a bond in that amount is in place to cover the bonding of this project.

Piatt Meadows, Section 2, Phase 3

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The County Engineer is estimating the remaining construction costs to be \$255,400 and a bond in that amount is in place to cover the bonding of this project.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01-520

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

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the following work permits:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010069	Sprint Telephone	Porter Central Road	Replace buried cable
U010070	Columbia Gas	Highland Lakes North Section 7	Install gas main
U010071	Del-Co Water	Dale Ford Road	Install water line
U010072	Columbia Gas	Augusta Woods Terrace	Install gas main
U010073	Columbia Gas	Congressional Drive	Install gas main
U010074	Columbia Gas	Highland Lakes East 11-4	Install gas main
U010075	Columbia Gas	Scioto Reserve 1,4	Install gas main
U010076	Columbus Southern Power	Royal Dornoch Circle	Push conduit
U010077	Verizon	Beard Road	Place telephone cable

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-521

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the following:

Kelly Mawson has resigned her position as Operator for OECC; effective date of resignation is May 10, 2001.

John Miller has resigned his position as Custodian for OECC; effective date of resignation is May 18, 2001.

Cheryl Wood has resigned her position as TCO I for 9-1-1; effective date of resignation is May 25, 2001.

Ikechukwu Ibenegbu has accepted the position of Sanitary Inspector for Sanitary Engineer; effective date of hire is June 4, 2001.

Adrianna Sampson has accepted the position of Intern for OECC; effective date of hire is May 22, 2001.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-522

IN THE MATTER OF APPROVING THE REMOVAL FROM THE TABLE OF RESOLUTION NO 01-493 CONSIDERING CDBG FY 99 FOR PROVISION OF CONSTRUCTION SERVICES FOR THE SUNBURY ADA PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to remove from the table Resolution 01-493

Vote on Motion Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 01-523

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IN THE MATTER OF DENYING RESOLUTION NO. 01-493, THE CDBG FY 99 PROVISION OF CONSTRUCTION SERVICES FOR THE SUNBURY ADA PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to deny Resolution 01-493 that has been removed from the table.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION 01-524

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JIMMY DRAGICH DBA AFFORDABLE FLOORS FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE FY99 CDBG FORMULA PROGRAM SUNBURY ADA PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to authorize the execution of the agreement:

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, the removal of architectural barriers to facilitate access by handicapped individuals to public facilities is an eligible activity to be funded under the CDBG Formula Program, and

WHEREAS, funding, in the amount of Thirty Thousand Dollars (\$30,000) has been provided to Delaware County through the FY99 CDBG Formula Program for the construction of a handicap access ramp, updated door hardware, signage, and floor repairs between the ADA ramp and building elevator, compliant with the Americans with Disabilities Act (ADA) to be installed at the Sunbury Town Hall located at 1 Town Hall in Sunbury, Ohio, and

WHEREAS, Jimmy Dragich, DBA Affordable Floors, 6890 Laird Avenue, Reynoldsburg, Ohio, 43068, has submitted the lowest and best bid for the floor repairs between the ADA ramp and building elevator as part of the Sunbury ADA Project, in the amount of \$3,383.56.

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 Commissioners determine that on the basis of price and experience, that Jimmy Dragich, DBA Affordable Floors, submitted the lowest and best bid to provide construction services for the floor repair element of the Sunbury ADA Project.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement concurring in the awarding of a contract for construction services with Jimmy Dragich, DBA Affordable Floors for the FY99 CDBG Program in the amount of Three Thousand Three Hundred Eighty Three Dollars and Fifty-Six Cents (\$3,383.56).

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

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01-525

IN THE MATTER OF AUTHORIZING THE PROCUREMENT OF RESIDENTIAL REHABILITATION ARCHITECTURAL AND ENGINEERING SERVICES TO ASSIST DELAWARE COUNTY IN ADMINISTERING ITS FISCAL YEAR 1999 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) GRANT PROGRAM FOR RENTAL HOUSING REHABILITATION ACTIVITIES:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to authorize the following:

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

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG and HOME programs for the purpose of addressing local housing needs throughout Delaware County; and

WHEREAS, Delaware County applied for and was approved for grant funding under the CDBG CHIP for Fiscal Year 1999; and

WHEREAS, Delaware County has been granted an extension until November 30, 2001 to complete activities approved under the FY99 CHIP; and

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WHEREAS, Delaware County has been approached by the Ashley Villa, a provider of rental housing to senior citizens and handicapped individuals, for assistance in rehabilitating several units within its housing complex located in the Village of Ashley, Delaware County, Ohio; and

WHEREAS, in order to attempt to complete the FY99 CHIP Rental Rehabilitation activity by rehabilitating certain units in the Ashley Villa complex, the Board of County Commissioners of Delaware County desire to seek architectural and engineering consulting services to assist Delaware County with preparing plans for bidding purposes required for the rehabilitation of said complex.

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 direct the Delaware County Director of Economic Development to initiate procurement procedures consistent with the requirements of the CHIP, for the purpose of hiring a consulting firm experienced in preparing residential rehabilitation architectural and engineering plans for the Ashley Villa project, consistent with Delaware County's FY99 CHIP.

Section 2. That the Delaware County Board of Commissioners establish June 8, 2001 as the final day for such consulting firms, interested in being hired by Delaware County for preparing said plans, to submit proposals for consideration by Delaware County.

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

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION 01-526

IN THE MATTER OF AUTHORIZING THE PROCUREMENT OF FAIR HOUSING CONSULTING SERVICES TO ASSIST DELAWARE COUNTY IN ADMINISTERING ITS FISCAL YEAR 2000 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA PROGRAM FAIR HOUSING ACTIVITIES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to authorize 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, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, funding, in the amount of Three Thousand Dollars (\$3,000) has been provided to Delaware County through the FY00 CDBG Formula Program for Fair Housing activities; and

WHEREAS, the Board of County Commissioners of Delaware County desire to seek consulting services to assist Delaware County with administering the FY00 CDBG Formula Program Fair Housing activities.

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 direct the Delaware County Director of Economic Development to initiate procurement procedures consistent with the requirements of the CDBG Formula program, for the purpose of hiring a consulting firm specializing in fair housing compliance services and activities consistent with Delaware County's FY00 CDBG Formula program.

Section 2. That the Delaware County Board of Commissioners establish June 8, 2001 as the final day for such consulting firms, interested in being hired by Delaware County for Fair Housing consulting services, to submit proposals for consideration by Delaware County.

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

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-527

IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR THE CONDOMINIUM AT THE WOODS AT MEDALLION:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve sanitary sewer plan for The Condominium at the Woods at Medallion submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

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RESOLUTION NO. 01- 528**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR WOODS OF DORNOCH, SECTION 3:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the subdivider's agreement:

Woods of Dornoch, Section 3

THIS AGREEMENT executed on this 21th day of May 2001, between **New Greens Highland Development limited**, subdivider evidenced by the **Woods of Dornoch, Section 3** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, 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 any construction (\$11,100.00) 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 all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for 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 the Agreement, the **SUBDIVIDER** shall deposit, with the **DELAWARE COUNTY SANITARY ENGINEER** the sum of \$2,000.00, estimated to be necessary to pay the cost of inspection by the **DELAWARE COUNTY SANITARY ENGINEER**. The **DELAWARE COUNTY SANITARY ENGINEER** shall in his sole discretion inspect, as necessary, the **IMPROVEMENTS** being installed or constructed by the **SUBDIVIDER** and shall keep accurate records of the time spent by his employees and agents in such inspections for which the **SANITARY ENGINEER** shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00

CAMERA TRUCK \$150.00

per hour for time spent by said **SANITARY ENGINEER** or his staff has been depleted to a level of less than \$1,000.00, the **SUBDIVIDER** shall make an additional deposit of \$1,000.00 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 \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

The **SUBDIVIDER** for a period of five (5) year after acceptance of the **IMPROVEMENTS** by the **COUNTY**, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as 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 right of ways required to complete the **IMPROVEMENTS** all of which shall be obtained at the expense of the **SUBDIVIDER**.

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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, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5" or 5.25" Diskettes in either Autocade DWG files or DXF files.

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 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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01-529

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND PORTER-KINGSTON FIRE BOARD FOR THE ESTABLISHMENT OF AN EMERGENCY MEDICAL FACILITY:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the agreement:

This Agreement is entered into, by and between the Delaware County Board of Commissioners (referred to as "County"), and the Porter-Kingston Fire Board (referred to as Porter-Kingston) to provide for the establishment of an Emergency Medical Facility on the property of the Porter-Kingston Fire Department facility located at 12844 Olive Green Road, Sunbury, Ohio 43074;

WHEREAS, the County desires to provide Emergency Medical Services, (EMS) to the northeastern area of Delaware County to ensure that citizens are provided proper emergency medical care, and;
WHEREAS, Porter-Kingston has indicated a desire to assist the County in this endeavor by leasing a portion of its property to the County to allow for the construction of an EMS facility;

NOW THEREFORE, it is hereby agreed that:

The County is hereby authorized to build a facility on the property of the existing Porter-Kingston Fire Department that will attach to the existing building. In consideration thereof, the County agrees to:

1. Pay all costs associated with the construction of its new facility that will be attached to the southern wall of the apparatus bay of the existing facility.
2. The County, as part of the consideration for use of the property associated

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with this facility, shall construct a new radio tower on the property within two years of the facility construction. Said radio tower may be used by the County and Porter-Kingston.

3. The County also agrees to extend the vehicle apron from the end of the existing concrete to the edge of Olive Green Road, and to asphalt all common parking areas on the north, south and west sides of the existing building within two years.
4. During the construction period, the County also agrees to update the existing phone system, so that it can be expanded to include the new EMS facility upon its completion.

Porter-Kingston agrees:

1. To lease that portion of the property of the existing station where the new EMS facility will be constructed to Delaware County for a period of 25 years at a cost in addition to the other considerations stated herein, of \$1.00 per year, to be paid upon receipt of invoice from Porter-Kingston following completion of construction of the added facility.

The County and Porter-Kingston mutually agree:

1. That certain areas of the now-existing facility will be designated for Shared Use as follows:
 - a. Apparatus Bay:
Porter-Kingston agrees to provide space within the existing apparatus room of the fire department to house the county medic vehicle. The County Duty crew will be responsible for keeping the designated bay clean and clear of obstructions. The remaining bays will house fire fighting equipment and Porter-Kingston will have responsibility for maintaining its area.
 - b. Parking:
County EMS duty crews will use the area designated for their parking lot for privately owned vehicles. County EMS Duty crew personnel **will not** park in areas designated for fire department personnel.
 - c. Training room:
This will be a shared area. County and Porter-Kingston personnel will be responsible for cleaning up after themselves.

INSURANCE CERTIFICATES:

Each party to this Agreement will provide the other party with a Certificate of Insurance that indicates liability coverage. Each party will immediately notify the other party, in writing, of any changes to its coverage. Such coverage and/or financial responsibility will be for no less than One Million Dollars(\$1,000,000.00).

DISPUTE RESOLUTION:

Dispute procedures are specifically designed to deal with any alleged disputes under this Agreement or as a result of any operational procedures that adversely impact either party. Disputes will be submitted, in writing, and forwarded in each Party's chain of command, to either the Delaware County EMS Manager or the Porter-Kingston Fire Chief as appropriate. The Party receiving a dispute has 10 days to respond in writing to the other party. The response should include any findings or recommended solutions to the dispute. If the dispute cannot be resolved through this process, the Emergency Services Director or designated representative will meet with the Porter-Kingston Fire Chief or designated representative to arrive at a resolution. If the dispute cannot be resolved, it will be brought before the respective Boards for final resolution.

STANDARD OPERATING GUIDELINES:

The County EMS Duty crew will conduct its operations under the EMS Standard Operating Guidelines (SOG). EMS Duty personnel will always be under the direct control and supervision of appropriate Delaware County Emergency Services supervisory or management personnel. Any conflicts that occur, as a result of these guidelines will be resolved according to the process set forth in the paragraph on Dispute Resolution above. The County and Porter-Kingston will both operate under the same Region V medical protocol and Medical Director.

DURATION:

This Agreement shall remain in effect for a continuing term conditioned upon the annual payment of lease fees by Delaware County for a period of 25 years commencing upon the 1st day of June, 2001. Any changes in the terms, covenants and conditions of this Agreement shall be

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negotiated in good faith by the County or its designated representative and Porter-Kingston or its designated representative. The County shall not sublet the leased premises or any interests therein or part thereof during the term of this lease or any renewal thereof without the permission of Porter-Kingston. Further, both Parties agree that if there is an alleged breach of this Agreement, for any reason, either Party has the right to notify the other in writing, that it has breached the terms of the Agreement. The other Party will have thirty (30) days from the date the notice is received to comply with the dispute resolution section of this Agreement.

This Agreement shall automatically be renewed for subsequent 25-year periods upon the same terms and conditions unless either Party notifies the other, in writing, of its desire to terminate the Agreement at least 180 days prior to the expiration of the original lease period or any renewal thereof.

Porter-Kingston agrees that if the County must withdraw from this Agreement for any lawful and valid reason and no other use for the facility by the County can be agreed upon, Porter-Kingston will be obligated to compensate the County at a pro-rated share for the costs of the new EMS facility and all upgrades made by the County as indicated in the following chart:

GRADUATED PAYBACK SCHEDULE

	1	2	3	4	5	6	7	8	9	10
Y	\$360,000	\$324,000	\$291,600	\$262,440	\$236,196	\$212,576	\$191,319	\$172,187	\$154,968	\$139,471
Y+10	\$125,524	\$112,972	\$101,675	\$91,507	\$82,356	\$74,121	\$66,709	\$60,038	\$54,034	\$48,631
Y+20	\$48,631	\$48,631	\$48,631	\$48,631	\$48,631	\$48,631	\$48,631	\$48,631	\$48,631	\$48,631

A fee of \$48,631.00 will be charged for any year beyond the initial 20 years. The County and Porter-Kingston will negotiate a mutually agreeable payment schedule if Porter-Kingston is ever required to make payment to the County.

Further, both Parties agree that the new radio tower will continue to be shared regardless of the withdrawal of either Party to this Agreement. This Agreement supercedes any and all previous agreements between the Parties.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-530

IN THE MATTER OF ACCEPTING AND AWARING THE BIDS SUBMITTED FOR THE PORTER-KINGSTON MEDIC STATION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following resolution:

Whereas, Delaware County went out to bid and bids were taken on March 26, 2001, and

Whereas, after carefully reviewing the Quandel Group has recommended the lowest bidder based on acceptance of all alternates while maintaining a bid no higher than 10% above the contract document estimate.

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the following bids for the Porter-Kingston Medic Station.

Robertson Construction	General Trades	\$353,550.00
Rhodes Heating & Air	Plumbing	\$ 48,800.00
Mid-State Electric	Electric Work	\$ 52,600.00
Comfort Express	HVACC	\$ 15,975.00

Total cost for the project is \$470,925.00.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-531

IN THE MATTER OF ACCEPTING AND AWARING THE BID SUBMITTED BY OFFICE CITY EXPRESS FOR OFFICE SUPPLIES FOR DELAWARE COUNTY AND AUTHORIZING SIGNING CONTRACT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to accept and award the bid:

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Whereas, Delaware County received bids on April 9, 2001 for office supplies, and;

Whereas, after carefully reviewing the bids received, the bid submitted by Office City Express with alternates has been determined to be the lowest and best bid for office supplies for Delaware County;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid with alternates submitted by Office City Express for office supplies for Delaware County and authorize signing contract Office City Express.

Vote on Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-532

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND CHILD CARE PROVIDERS FOR PERIOD JUNE 1, 2001 THROUGH MAY 31, 2002:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the following:

		Toddler	Preschool	Schoolage
Type B Home				
Aspery, Sandra	125 Blue Spruce Ct., Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Barnhart, Lisa	211 Knight Dream Street, Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Bennett, Dora	9720 State Rte 521, Sunbury, OH 43074	\$2.75	\$2.50	\$2.50
Berry, Melanie	6380 Houseman Rd., Ostrander, OH 43061	\$2.75	\$2.50	\$2.50
Blackburn, Phyllis	201 S. Main Street #4, Prospect, OH	\$2.75	\$2.50	\$2.50
Boster, Vickie	105 Woodrow Ave., Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Boyes, Tracey	1080 Pebble Brook Drive, Columbus, OH 43240	\$2.75	\$2.50	\$2.50
Brewton, Katherine	1673 Royal Oak Dr., Lewis Center, OH 43035	\$2.75	\$2.50	\$2.50
Edmonds, Vonda	50 Oak Street, Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Huffman, Rhonda	9310 Mills Rd., Ostrander, OH 43061	\$2.75	\$2.50	\$2.50
Johnson, Marla	324 Foxtrail Road, Sunbury, OH 43074	\$2.75	\$2.50	\$2.50
Jones, Tarri	22 Euclid Ave., Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Kitts, Lee	149 Deerfield Place, Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Matthews, Alva	157 Cambridge Drive, Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Miller, Amber	732 Holly Road, Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Mullins, Bonnie	1391 St. Rte. 203, Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Pisano, Cheryl	668 Crofton Loop, Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Reed, Wanda	171 S. Washington Street, Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Sheets, Arleen	4240 Hyatts Rd., Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Taylor, Patricia	146 Fieldcrest Dr., Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Truman, Heather	1416 Church Street, Lewis Center, OH 43015	\$2.75	\$2.50	\$2.50
Wright, Gina	2268 Farmland Dr., Delaware, OH 43015	\$2.75	\$2.50	\$2.50
Parent-Provider Inspected Home (PPI)				
Budinski, Dennis	8400 Greyhawk Circle	\$2.05	\$1.90	\$1.90

Vote on Motion Mr. Wuertz Aye Mr. Ward Nay Mrs. Martin Aye

10:00 AM – Bid Opening for Financial and Human Resources Software Package, Data Conversion and Implementation

Munis	1,2,3 year	Total	\$742,023
Breakdown	1 year		\$594,575
	2 year		\$ 70,911
	3 year		\$ 76,537

American Express Tax & Business	
Software	\$255,595
Support	\$167,766
Implementation	\$285,000
Training	\$ 48,000
3yr.	\$ 11,485

SunGard Bi-Tech	Standard	\$407,383	Year 1	\$342,960
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	Year 2	\$175,942	Year 2	\$253,904
	Year 3	\$ 52,727	Year 3	\$135,066
American Fun Ware				
	3 Years	\$1,139,019		
	1 Year	\$ 775,432		
	2 Year	\$ 282,058		
	3 Year	\$ 81,529		
Oracle/SCI	3 Years	\$2,224,962		
New World System	3 Year	\$ 323,119		

May 23, 2001

10:00 AM – Bid Opening for Conveyance and Land Application of Biosolids

Synagro Midwest	\$0.059 per gallon
Burch Hydro	\$0.045 per gallon
Larry Cooperrider	\$0.0399 per gallon

There being no further business, the meeting adjourned.

 Deborah Martin

 James D. Ward

 Donald Wuertz

 Letha George, Clerk to the Commissioners