

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 19, 2002

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

Present: Donald Wuertz, Deborah Martin, James D. Ward

- 9:30 AM Bill Habig And Kim Gibson- Presentation
- 10:00 AM Bid Opening Date For The Purchase Of Delaware County Emergency Medical Service Vehicles
- 10:00 AM Bid Opening Date And Time For The Project Known As The 2002 Road Marking Project (50 Channing Street)
- 7:00 PM Public Hearing To Address The Delaware Run Ditch Petition Filed By Ronald Rhoades And Others (Hayes Services Building, Room G 35)

RESOLUTION NO. 02-1060

8:45AM-IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LEGAL MATTERS:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 8:48 AM.

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

RESOLUTION NO. 02-1061

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 9:01 AM.

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

PUBLIC COMMENT

RESOLUTION NO. 02-1062

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0816, CMAPR0816A,

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0816, CMAPR0816A and Purchase Orders and Vouchers as listed below with the purchase order to Office City being reduced by \$112.85 due to authorization for a coffee pot not being approved:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Newcome Electronic	Cisco Switches	60111901-5370	\$ 20,041.28
Office City	Perm. Improv. Furniture	40111403-545045015	\$ 39,568.11

VOUCHERS

Del JVS Adult Education	Continuing Education	22411603-5303	\$ 11,164.47
Del JVS Able	Prof. Services Vocation	22411601-534834850	\$ 20,000.00
Del JVS Able-North Camp.	Prof. Services Vocation	22411601-534834850	\$ 7,038.83
Symbiont	Cluster/Rawlins	22511608-534234215	\$ 6,975.00
Accent Communications	Phones and Cards/Hayes	40411412-545045070	\$ 18,505.00

INCREASES

Children's World	Child Care	22411606-5348	\$ 15,000.00
Boy's Village Inc.	Cluster	22511608-534234215	\$ 10,000.00

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

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RESOLUTION NO. 02-1063

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the Treasurer’s Report.

(Copy is available in the Commissioners’ office.)

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

RESOLUTION NO. 02 -1064

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that 4 DCEMS Paramedics attend an Advanced Cardiac Life Support Instructors Course in Delaware, Ohio September 11, 2002, at the cost of \$500.00.

The Department of Job and Family Services is requesting that Lee Hayes and Judy McCormick attend a Foster Care Workshop in Columbus, Ohio September 6, 2002 at the cost of \$130.00.

Juvenile Court is requesting that Stuart Berry attend an American Association for Marriage and Family Therapy Conference in Cincinnati, Ohio October 24-26, 2002, at the cost of \$429.00.

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

RESOLUTION NO. 02-1065

IN THE MATTER OF APPROVING PLAN FOR GOLF VILLAGE SECTION 2, PHASE B; PLAT FOR SCIOTO RESERVE SECTION 1, PHASES 5 & 6 AND DITCH MAINTENANCE PETITION FOR SCIOTO RESERVE SECTION 1, PHASES 5 & 6:

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

Golf Village Section 2, Phase B

2002 Delaware County, Ohio Street And Water Improvements For Golf Village Section 2, Phase B, Liberty Township, Range 19, Township 3, Section 3, Farm Lot 1, United State Military Lands. No Cost.

Scioto Reserve Section 1, Phases 5

Situated In The State Of Ohio, County Of Delaware, Township Of Concord Lying In Farm Lots 12 And 13, Section 2, Township 3 North, Range 19 West, United States Military Lands, Containing 2.017 Acres In Farm Lot 12, And 6.854 Acres In Farm Lot 13, Being 8.871 Acres, More Or Less, Including 1.711 Acres Of Right-Of-Way, Out Of The 29.215 Acre Tract Conveyed To Rockford Homes, Inc. By Deed Of Record In Deed Book 672, Page 284, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$72.00.

Scioto Reserve Section 1, Phases 6

Situated In The State Of Ohio, County Of Delaware, Township Of Concord Lying In Farm Lots 11 And 12, Section 2, Township 3 North, Range 19 West, United States Military Lands, Containing 6.855 Acres In Farm Lot 11, And 1.382 Acres In Farm Lot 12, Being 8.237 Acres, More Or Less, Including 1.308 Acres Of Right-Of-Way, Out Of The 28.928 Acre Tract Conveyed To Joshua Investment Company, By Deed Of Record In Deed Book 672, Page 284, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$51.00.

Ditch Maintenance Petition- Scioto Reserve Section 1, Phases 5 & 6

We the undersigned owners of 17.108 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Section 1, Phases 5 & 6** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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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 **Scioto Reserve Section 1, Phases 5 & 6** Subdivision.

The cost of the drainage improvements is \$64,216.00 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-one (41) 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, \$1,566.24 per lot. An annual maintenance fee equal to 2% of this basis \$ 31.32 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 \$ 1,284.32 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 02-1066

IN THE MATTER OF ACCEPTING ROADS IN WALKER WOOD SECTION 14 AND BAINBRIDGE MILLS PHASE 2, PART 2:

It was moved by Mrs. Martin, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

Walker Wood Section 14

- An addition of 0.03 mile to **Township Road Number 872, Maxwell Avenue**
- An addition of 0.11 mile to **Township Road Number 874, Reeves Avenue**
- **Charline Court**, to be known as **Township Road Number 1269**

Bainbridge Mills Phase 2, Part 2

- An addition of 0.17 mile to **Township Road Number 820, Brettridge Drive**

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

RESOLUTION N0. 02-1067

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WALKER WOOD SECTION 14:

It was moved by Mr. Ward, seconded by Mrs. Martin to establish stop conditions:

Stop Conditions –Walker Wood Section 14

- On Township Road Number 874, Reeves Avenue, at its intersection with Township Road Number 872, Maxwell Avenue
- On Township Road Number 1269, Charline Court, at its intersection with Township Road Number 872, Maxwell Avenue

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

RESOLUTION NO. 02 -1068

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

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

Permit #	Applicant	Location	Type of Work
U02140	Suburban Natural Gas	Big Walnut Road`	Directional bore

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

RESOLUTION NO. 02-1069

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID AND APPROVING THE CONTRACT WITH KOKOSING CONSTRUCTION COMPANY, FOR THE STATE ROUTE 3 INTERSECTION RECONSTRUCTION:

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It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Bid and approve the following contract:

State Route 3 Intersection Reconstruction
Bid Opening of August 5, 2002

As a result of the referenced bid opening, The Engineer recommends that your Board approve a bid award to Kokosing Construction Company of Fredericktown, Ohio, the low bidder for this project.

CONTRACT

AGREEMENT, made and entered into this 19th day of August, 2002 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **KOKOSING CONSTRUCTION COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **SEVEN HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS** (\$794,418.00), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **STATE ROUTE 3 INTERSECTION RECONSTRUCTION** in accordance with plans, **drawings**, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **November 15, 2002**.

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

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

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

RESOLUTION NO. 02-1070

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AMISTY REYNOLDS; JOEL PERSINGER; KIMBERLY SUMMERFIELD; BEE HAPPY LEARNING CENTER; BETTY BENNER; CHARLES FITZPATRICK AND CHILDREN’S WORLD CENTER-SAWMILL ROAD:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Amisty Reynolds 697 Belleview Ct. Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Joel Persinger 36 Carriage Dr. Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Kimberly Summerfield 709 Holly Rd. Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Bee Happy Learning Center 2210 Rte. 23 North Delaware, Ohio 43015	Toddler Preschool After School	\$120.00 \$108.00 \$ 60.00	\$ 80.40 \$ 72.00 \$ 60.00	\$25.00

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Betty Benner 5231 Arrowood Ct. Columbus, Ohio 43229	Infant Toddler Preschool Schoolage	\$ 2.05 \$ 2.05 \$ 1.90 \$ 1.90		None
Charles Fitzpatrick 7447 St. Rt. 61 Sunbury, Ohio 43074	Infant Toddler Preschool Schoolage	\$ 2.05 \$ 2.05 \$ 1.90 \$ 1.90		None
Children’s World Center- Sawmill Road 4895 Sawmill Rd. Columbus, Ohio 43220	Infant Toddler Preschool Schoolage Before & After Before Only After Only	\$152.00 \$131.00 \$114.00 \$103.00 \$ 80.00 \$ 71.00 \$ 71.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00 \$ 69.00 \$ 69.00 \$ 69.00	\$ 25.00

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

RESOLUTION NO. 02-1071

IN THE MATTER OF APPROVING THE SERVICE PROVIDER CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE CAB CO.:

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

PURCHASE OF
TRANSPORTATION SERVICE CONTRACT

This contract made and entered into June 4, 2002 by and between the Delaware County Department of Job and Family Services (DCDJFS) and the Delaware Cab Co. (Provider).

1. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract and the attached exhibits, DCDJFS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.
2. CONTRACT PERIOD: This contract will be effective from July 1, 2002 through June 30, 2003 inclusive unless otherwise terminated.
3. AVAILABILITY OF FUNDS: Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal, and local funding as determined by the DCDJFS.
4. COST AND DELIVERY OF PURCHASED SERVICES: The amount to be paid for such services will be based on the following criteria established by DCDJFS. Reimbursement under this agreement will be by fixed unit rate. The rate of charge shall be as follows:

Flat rate of \$4.00 anywhere in Delaware city limits

\$0.75 per mile for travel beyond Delaware city limits

Provider shall submit to DCDJFS a monthly report of persons served, dates of service provided, rates charged, and required verifications. The total amount of this contract shall not exceed \$10,000.

5. REFERRAL AND MONITORING PROCEDURES: See Exhibit 1
6. PAYMENT FOR PURCHASED SERVICES: Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchased services rendered to eligible individuals. Such invoices shall include monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the negotiated contract for each service covered in the contract and required provider verifications. The DCDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust the mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the correct invoice total.
- DCDJFS shall not require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.

7. INDEPENDENT CONTRACTORS: Delaware Cab Co., it’s agents, and employees will act in performance of

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this contract as independent contractors, and not as officers, employees, or agents of the State of Ohio or the DCDJFS.

8. **DUPLICATE BILLING:** Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by provider to other sources of funds for the same services.

9. **FINANCIAL RECORDS:** The Provider shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such reports shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

10. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of six years from the date of the submission of DCDJFS's final expenditure report, and/or will assure that maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit, or other act involving the records has been started before the expiration of the six year period, the provider shall retain the records until completion of the action and all issues which arise from it or until the end of the six year period, whichever is later.

11. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to provision of the provider contract.

(A) The provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim, or falsification.

(B) As used in this section "deceptive" means: knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.

12. **SAFE GUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS' or providers responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

13. **CIVIL RIGHTS:** DCDJFS and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

14. **INDEMNITY AND INSURANCE**

INDEMNITY: Provider agrees that it will at all times during the existence of this contract, indemnify and save harmless the DCDJFS, the Ohio Department of Job and Family Services, and the Delaware County Board of Commissioners against any and all liability, loss damage, and/or related expenses incurred through the provision of services under this contract.

INSURANCE: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury or death.

15. **TERMINATION:** This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this contract. This contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.

16. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.

17. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant

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thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

18. AMENDMENT OF CONTRACT: This contract may be amended at anytime by a written amendment signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following:

- The quality and extent of purchased services furnished by provider has been reduced or improved.
- The maximum unit rate has varied significantly from actual cost.
- The Provider fails to meet the necessary state and federal licensing requirements.

19. LIMITATIONS ON CHARGES PER PERSON AND MILEAGE:

CHARGES PER PERSON: The Provider shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per mile charge would be applied for distance traveled, calculated from the point of origin or base of the cab company, whichever is less, to the client’s destination and return to the cab company or next fare, whichever is shorter.

20. RESOLUTION OF DISAGREEMENT: The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract:

- Level I Supervisor/Cab Company Operator
- Level II DCDJFS Director/Cab Company Operator

21. GENERAL CONDITIONS: Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.

22. MERGER OF BID DOCUMENTS: Provider agrees that the bid specifications prepared by the DCDJFS and the Provider’s response and attached documentation are a part of this contract and are incorporated herein by this reference as is fully written herein.

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

RESOLUTION NO. 02-1072

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN GOLF VILLAGE SECTION 1, PHASE A, PART 1 AND SCIOTO RESERVE SECTION 4, PHASE 8:

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

Golf Village Section 1, Phase A, Part 1	1,248 feet of 8 inch sewer	12 manholes
	1,346 feet of 10 inch sewer	
Scioto Reserve Section 4, Phase 8	590 feet of 8inch sewer	3 manholes

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

RESOLUTION NO. 02-1073

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR GLEN OAK SECTION 1:

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

Glen Oak Section 1

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 19th day of August 2002, by and between **Dominion Homes, Inc.**, SUBDIVIDER, as evidenced by the **Glen Oak Section 1 Plat** filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$144,550.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **49** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer.

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Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$**141,837.00**) 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 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 \$**9,300.00**, 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 a 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 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, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files. 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.

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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 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. Wuertz Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-1074

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION FOR THE PURPOSE OF PURCHASING, ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, EQUIPPING, REPAIRING, MAINTAINING, OR OPERATING, OR ANY COMBINATION OF THE FOREGOING, A COUNTY TRANSIT SYSTEM PURSUANT TO SECTION 306.01 TO 306.13 OF THE ORC:

The Board of County Commissioners of Delaware County, Ohio met in regular session the 19TH day of August 2002, at the Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio with the following members present: Deborah Martin, James D. Ward, and Donald Wuertz

Commissioner Martin moved the adoption of the following Resolution:

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide the Delaware Area Transit Agency, a county transit system, for the necessary requirements;

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio, with two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation for the purpose of purchasing, acquiring, constructing, enlarging, improving, equipping, repairing, maintaining, or operating, or any combination of the foregoing, the Delaware Area Transit Agency at a rate of 0.98 mills for each one dollar of valuation, which amounts to .098 for each one hundred dollars of valuation for a five year period, commencing with the 2002 tax year, first due in calendar year 2003.

FURTHER BE IT RESOLVED, that the question of levying additional taxes be submitted to the electors of said Delaware County at the General Election to be held at the usual voting places within said Delaware County on the 5th day of November 2002, pursuant to R.C. 5705.19(Q) and R.C. 5705.25; and

FURTHER BE IT RESOLVED, that said levy be placed upon the tax list of the current year if the majority of the electors voting thereon vote in favor thereof; and

FURTHER BE IT RESOLVED, that the Clerk of this Board of County Commissioners is hereby directed to certify a copy of this Resolution to the Board of Elections, Delaware County, Ohio, this resolution is to be passed and certified to the Board of Elections seventy five days prior to the election upon which it will be voted and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Ward, seconded the motion and the roll being called upon its adoption the vote resulted as follows:

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

RESOLUTION NO. 02-1075

IN THE MATTER OF APPROVING CERTIFICATES OF SUBSTANTIAL COMPLETION FOR AGGRESSIVE MECHANICAL INC.; JESS HOWARD ELECTRIC CO. AND VFP FIRE SYSTEMS, INC. FOR ADDITION AND RENOVATION TO THE CARNEGIE LIBRARY BUILDING:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following certificates of substantial completion:

Contractor	Project
Aggressive Mechanical Inc. 638 Greenlawn Ave. Columbus, Ohio 43223	HVAC-Addition And Renovation To The Carnegie Library Building
Jess Howard Electric Co. 6630 Taylor Road PO Box 95 Blacklick, Ohio 43004	Electrical-Addition And Renovation To The Carnegie Library Building
VFP Fire Systems, Inc. 6185 Huntley Road	Fire Protection-Addition And Renovation To The Carnegie Library Building

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Suite H Columbus, Ohio 43229	
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Vote on Motion Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 02-1076

IN THE MATTER OF ACCEPTING THE AWARD OF THE LOCAL LAW ENFORCEMENT BLOCK GRANT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the resolution:

Whereas, The Delaware County Sheriff’s Office has qualified as a disparate jurisdiction by the Attorney General of the State of Ohio, and

Whereas, the Delaware County Sheriff’s Office applied as a disparate jurisdiction for a Local Law Enforcement Block Grant through the Bureau of Justice Assistance to provide additional funding for the Delaware County Sheriff and,

Whereas, the Bureau of Justice Assistance has approved the grant award.

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio, that the Board of County Commissioners accepts the grant application for Local Law Enforcement Block Grant in the amount of \$6,141.00 with a Delaware County Match of \$682.00.

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

RESOLUTION NO. 02-1077

IN THE MATTER OF RECONVENING THE TWENTY-TWENTY PLANNING ADVISORY COMMITTEE:

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

WHEREAS, In August 1996, a citizens Planning Advisory Committee was formed to develop a long-range plan to address Delaware County’s capital improvement needs, and

WHEREAS, This committee solicited volunteers from the community to assist with the preparation of this report, and

WHEREAS, over 900 Delaware County citizens participated in the public process, and

WHEREAS, the population and growth of Delaware County indicates that the Planning Advisory Committee should reconvene to consider the progress made on the initial report and to consider updating the report

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section I. That the Delaware County Commissioners reconvene the Planning Advisory Committee to review the progress made on the initial 20/20 report and considers updating the 20/20 Plan.

Section II. That the Delaware County Board of Commissioners appoints the following members to the Planning Advisory Committee:

Chris Bauserman	Walter Liddle	Bob Singer
Don Blackburn	Al Myers	Shirley Thurston
Pat Blaney	Bob Reitz	Arthur Trevethan
Larry Cline	Cecil Robinson	W. Duncan Whitney
David Eby	Henry Shaw	Dale Wilgus
Jean Hatfield	Russell Sheets	

Section III. That the Board of County Commissioners appoint Larry Cline and Dave Eby as Co-Chairs of the Committee

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

9:30AM -Bill Habig And Kim Gibson- Presentation

RESOLUTION NO. 02-1078

7:00PM PUBLIC HEARING TO ADDRESS THE DELAWARE RUN DITCH PETITION FILED BY RONALD RHOADES AND OTHERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 7:00 PM.

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

RESOLUTION NO. 02- 1079

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE DELAWARE RUN DITCH PETITION FILED BY RONALD RHOADES AND OTHERS:

It was moved by Mr. Ward, seconded by Mrs. Martin to close the Hearing at 8:05 PM.

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

RESOLUTION NO. 02-1080

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE DELAWARE RUN DITCH PETITION FILED BY RONALD RHOADES AND OTHERS:

It was moved by Mr. Ward , seconded by Mrs. Martin to go forward with the project.

Whereas, on January 29, 1996, a Ditch Petition to purposed Delaware Run Ditch was filed with the Delaware County Commissioners, and

Whereas the Board of Commissioners of Delaware County on August 19, 2002, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Delaware Run Ditch, and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed Delaware Run Ditch. Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

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Donald E. Wuertz

Letha George, Clerk to the Commissioners