

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 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

PUBLIC COMMENT

RESOLUTION NO. 02-1623

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE PROSECUTOR:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10031305-510	10031305-500	\$ 1150.00
General Fund/Court Security - Benefits	General Fund/Court Security - Salaries	
23612302-510	23612302-500	\$ 110.00
Victims of Grime Grant - Benefits	Victims of Crime Grant - Salaries	
Vote on Motion	Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Absent	

RESOLUTION NO. 02-1624

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1220A & CMAPR1220B:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve payment of warrants in batch numbers CMAPR1220A and CMAPR1220B and Purchase Orders and Vouchers as listed below:

PO's

Vendor	Description	Account Number	Amount
B and C Communications	Lightning Protection	21411306-5450	\$ 15,000.00
Gudenauf Corporation	Lightning Protection	21411306-5450	\$ 10,000.00
Lightning Master	Lightning Protection	21411306-5450	\$ 6,000.00
Accent Communications	Lightning Protection	21411306-5450	\$ 7,300.00
Bob Ross Buick Inc.	Maintenance Van/GMC Savana	10011105-5450	\$ 17,570.00

Vouchers

Buckeye Boys Ranch	Residential Treatment	22511607-534234215	\$ 5,890.00
Badger Excavating	Ostrander – FY01 Drainage	23011708-536536515	\$ 20,586.13
Toddler Inn	Child Care	22411606-5348	\$ 15,770.95
Buckeye Valley SACC	Child Care	22411606-5348	\$ 10,075.80
Child Care Unlimited	Child Care	22411606-5348	\$ 7,022.00
Noah’s Ark	Child Care	22411606-5348	\$ 5,164.00
Liberty Community Center	Child Care	22411606-5348	\$ 19,707.00
Today’s Learning Child	Child Care	22411606-5348	\$ 7,725.00
Northwestern Ohio Security	Fiber Optic - Hayes	40411412-5410	\$ 17,698.24
Children’s World	Child Care	22411606-5348	\$ 8,711.00
Family Connections	Residential Treatment	22511607-534234215	\$ 9,420.00
Boy’s Village	Residential Treatment	22511607-534234215	\$ 9,480.00
Family & Children First	Wellness Block Grant	22411601-534834835	\$ 5,661.83

Vote on Motion	Mrs. Martin Absent	Mr. Wuertz Aye	Mr. Ward Aye
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RESOLUTION NO. 02 -1625

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Services Department is requesting that 32 EMS Paramedics and Intermediate EMTs attend a Basic Trauma Life Support Refresher Course at Grady Memorial Hospital January 6 and 7, 2002, at the cost of \$3,000.00.

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The Engineer’s Office is requesting that Scott Pike and Brett Bergefurd attend a Developing An Effective Storm Water Management Program in Columbus, Ohio January 23, 2003, at the cost of \$186.00

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

RESOLUTION NO. 02-1626

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Tuition Assistance requests as follows:

Kenneth Rosenbaum 1 Class \$366.00

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

RESOLUTION NO. 02-1627

IN THE MATTER OF APPROVING PETITION FROM THE VILLAGE OF ASHLEY TO CHANGE BOUNDARY LINES OF OXFORD TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO THE VILLAGE OF ASHLEY (80.211 ACRES) RESOLUTION 02-676 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE VILLAGE OF ASHLEY:

It was moved by Mr. Ward, seconded by Mr. Wuertz that pursuant to a petition from the Village of Ashley, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Oxford Township annexed to the Village of Ashley by their Ordinance 2002-29 be hereby changed to be coterminous with the corporate boundaries of the Village of Ashley.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer’s Map Department along with description and map.

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

RESOLUTION NO. 02-1628

IN THE MATTER OF APPROVING PLATS FOR HICKORY WOODS, PINKSTON ACRES AND LAGIOCONDA SUBDIVISION:

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

Hickory Woods

Situated In The Township Of Genoa, County Of Delaware, State Of Ohio And Being Part Of Farm Lot 18, Quarter-Township 2, Township 3, Range 17 United States Military Lands. Being A Subdivision Of 33.194 Acres Out Of An Original 35.27 Acre Tract Owned By M. Denise Ranck As Recorded In Deed Book 511, Page 332 In The Delaware County Recorder’s Office. Cost \$42.00

Pinkston Acres

Situated In The State Of Ohio, County Of Delaware, Township Of Troy, Being Part Of Lot 21, Section 1, Township 5, Range 19, United States Military Lands, Containing 0.481 Acres Of Right-Of –Way Hanover Road Dedication, 1.930 Acres Of Private Right Of Way And 28.247 Acres Of Lots Out Of And Original 30.00 Acre Tract (Per Deed) (30.177 As Surveyed) As Conveyed To Country Tyme Grove Citym Ltd. As Recorded In Official Record 147, Page 787, Recorder’s Office, Delaware County, Ohio. \$21.00.

LaGioconda Subdivision

Situated In The Township Of Liberty, County Of Delaware, State Of Ohio And Being Part Of Farm Lot 30, Quarter-Township 3, Township 4, Range 19 In The United States Military Lands. Being A Subdivision Of 8.465 Acres, Being All Of An Original 8.465 Acre Tract Owned By Vista Land Company LLC As Recorded In Original Record Volume 142, Page 344 In The Delaware County Recorder’s Office, Cost \$12.00.

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

RESOLUTION NO. 02-1629

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR BLUE CHURCH ROAD DITCH SETBACK:

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

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Blue Church Road Ditch Setback

SUBDIVIDER’S AGREEMENT
FOR
DRAINAGE IMPROVEMENTS

THIS AGREEMENT made and entered into this 23rd day of December 2002, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **LARRY HILDRETH AND JOY HOOPER**, hereinafter called the **SUBDIVIDERS**, as evidenced by the Engineering and Construction Plan entitled “**Blue Church Road Ditch Setback**“ which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVENTEEN THOUSAND DOLLARS (\$17,000)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and the current “**Subdivision Regulations of Delaware County, Ohio**”.
4. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
5. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2003**.
7. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
8. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
9. If the **SUBDIVIDER** should 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**.
10. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
11. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 02-1630

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR HARVEST WIND PHASE 7,
SECTION 2, PART 1 AND OAKS AT HIGHLAND LAKES PHASE 2:

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

Harvest Wind Phase 7, Section 2, Part 1

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$51,367** for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, Bob Webb Builders.

Oaks at Highland Lakes Phase 2

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$30,691.23** for the duration of the one year maintenance period. A Bond in that amount is attached. He also

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request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes. A letter to the financial institution giving authority to cancel the construction surety is available for your approval.

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

RESOLUTION NO. 02-1631

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS HICKORY WOODS:

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

Hickory Woods

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 has, therefore, estimated the remaining construction costs to be **\$9,000** and a Letter of Credit in that amount is attached to cover the bonding of this project.

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

RESOLUTION NO. 02 -1632

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

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

Permit #	Applicant	Location	Type of Work
U02199	Verizon	Blanket	Provide single customer service installations at various locations
U02201	Time Warner	Home Road	Directional bore
U02202	Suburban Natural Gas	Cross Creek 2B	Lay gas pipe
U02203	Suburban Natural Gas	Wilshire Section 6	Lay gas main
	Columbus Southern Power	S. Old State Road	Install pole and conduit

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

RESOLUTION NO. 02-1633

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER KRISTIE NICHOLAS:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Kristie Nicholas 739 Fern Drive Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None

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

RESOLUTION NO. 02-1634

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS GOLF VILLAGE SECTION 9 PHASE 2 PART B:

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

Golf Village Section 9 Phase 2 Part B 2,245 feet of 8 inch sewer 10 manholes

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

RESOLUTION NO. 02-1635

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 23rd day of December 2002, by and between **O'Keefe Development, SUBDIVIDER**, as evidenced by the **Bishopsgate Condominiums** Subdivision 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:

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 (\$ **100,234.50**) 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 **\$8,020.00**, 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

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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.

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 Mrs. Martin Absent Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 02-1636

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY JUVENILE COURT TO APPLY FOR A TITLE II GRANT THROUGH THE OHIO DEPARTMENT OF YOUTH SERVICES FOR THE JUVENILE DRUG COURT PROGRAM:

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

Total Grant Amount: \$34,234.10

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

RESOLUTION NO. 02-1637

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

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10016101-520 Board Of Elections Materials & Supplies	10016101-500 Board of Elections Payroll Account	\$ 6,000.00

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

RESOLUTION NO. 02- 1638

IN THE MATTER OF ACCEPTING WARRANTIES, AS-BUILT DRAWINGS, O&M MANUALS, CONTRACTOR AFFIDAVIT, PREVAILING WAGE AFFIDAVIT, PUNCHLIST CERTIFICATION AND PAYING RETAINAGE FOR BID PACKAGE 24 (GLEESON CONSTRUCTION) AND BID PACKAGE 8 (GREENSCAPES LANDSCAPE COMPANY) FOR THE RUTHERFORD B. HAYES SERVICES BUILDING:

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

Gleeson Construction	\$ 61,720.00
Greenscapes Landscape Company	\$ 28,453.73

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

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There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners