

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2002

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

Present: Donald Wuertz (Absent), Deborah Martin, James D. Ward

8:00 AM Duncan Whitney, County Prosecutor

RESOLUTION NO. 02-197

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 02-198

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 8:45AM.

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

PUBLIC COMMENT -- None

RESOLUTION NO. 02-199

IN THE MATTER OF APPROVING A PERSONNEL ACTION:

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

Jerry Kochheiser has been promoted to a full-time EMT Intermediate with the EMS Department Effective date February 6, 2002

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

RESOLUTION NO. 02-200

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 329208 THROUGH 329441:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants numbered 329208 through 329441 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2B11829	Cottingham Paper Co.	Janitorial Supplies/OECC	3530-1521	\$ 3,000.00
2B11830	Cottingham Paper Co.	Janitorial Supplies/ACWRF	3530-1521	\$ 3,000.00
2B43333	City of Delaware Utility Dept	Emergency Utilities	4515-2913	\$ 7,000.00
INCREASE				
2B09283	Ben Bro Enterprises, Inc.	Land/Building Rental	0130-2700	\$ 32,037.20
<u>Vouchers</u>				
2B12503	AEP	Electric Serv to Scioto Reserve	3562-2600	\$ 7,774.04
2B11475	Suburban Natural Gas Co.	Gas Serv for ACWRF	3530-2603	\$ 8,409.40

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

RESOLUTION NO. 02-201

IN THE MATTER OF FORWARDING A NEW LIQUOR LICENSE REQUEST FROM DIMO KUZMANOVSKI TO THE OHIO DIVISION OF LIQUOR CONTROL WITH A REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Dimo Kuzmanovski has requested a new D5 permit located at 8911 Old State Road, Lewis Center, Ohio 43035, and

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Whereas, the Orange Township Trustees have requested a hearing, the Delaware County Sheriff has responded no known reason for a hearing to be requested, and

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that an objection was made and a hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 02-202

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION
FILED FOR ANNEXATION OF LANDS 1.186, MORE OR LESS, ACRES FROM CONCORD
TOWNSHIP TO VILLAGE OF SHAWNEE HILLS AND GIVING NOTICE OF SAME TO AGENT FOR
PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Concord Township to Village of Shawnee Hills, and

Whereas, Robert E. Albright of 600 South High Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, March 25, 2002, at 8:00 PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 02 -203

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Anne Tallent and Pam Pruett attend Quarterly Fraud Control Training in Hancock County March 14, 2002, at the cost of \$20.00. (Required Training).

The Department of Job and Family Services is requesting an amendment to a travel request for Mona Reilly and Rhonda Leasure to attend a workshop in Wayne County on February 22, 2002, at an increase of \$30.00. (To improve job function).

The Maintenance Department is requesting that Randy Ormeroid attend an EPA Refrigerant Record Keeping Workshop in Columbus, Ohio February 20, 2002, at the cost of \$225.00. (Required Training).

The Court of Common Pleas is requesting that Erin Kline, Mark Taglsine, and Kara Clark attend a Seminar Dealing With Difficult Situations in Columbus, Ohio March 6, 2002, at the cost of \$267.00 (Professional Development).

The Engineer Department is requesting an increase to the travel request of Greg Gordon, at the cost of \$172.50 (Flight not available– extra day of hotel).

The Engineer Department is requesting that Dan Jennings and Erica Montero attend a Control of Utility Course in Columbus, Ohio May 29 and 30, 2002, at the cost of \$300.00.

The Engineer Department is requesting that Ryan Mraz and Brian Dilley attend a Speed Zones Workshop in Columbus, Ohio April 24, 2002, at the cost of \$130.00.

The Environmental Services Department is requesting that Marhall Yarnell, James A. Carey and Matthew Kiss attend a Wastewater Workshop in Columbus, Ohio March 27 and 28, 2002, at the cost of \$ 540.00 (Required Training).

The Environmental Services Department is requesting that Lyndon Johnson attend a SEOWA section Meeting in Chillicothe, Ohio February 28, 2002, at the cost of \$15.00. (Continuing Education Units).

Juvenile Court is requesting that 12 Staff members attend an inter-court conference in Newark, Ohio February 21, 2002, at the cost of \$969.25. (Required training).

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The Records Center, Human Resource Department, and Commissioners Office are requesting that Lori Detter, Karin Eldredge, Rachel Stull and Jennifer Walraven attend a Public Records and Retention Seminar in Columbus, Ohio March 26, 2002, at the cost of \$1,086.00. (Training).

The Data Center is requesting that Jake Daw attend a Front Page 2000 Web Development Class in Columbus, Ohio February 27, 2002, at the cost of \$159.00. (Development).

The Commissioners Office is Requesting that Jim Ward attend a Review of Voting Equipment in Sarasota, Florida March 17 through 20, 2002, at the cost of \$1,015.00.

The Administrative Services Department and The Commissioners Office are requesting that Dave Cannon, Kevin Williams and Rachel Stull attend a Maximizing Human Capital conference in Lewis Center, Ohio February 15, 2002, at no cost.

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

RESOLUTION NO. 02-204

IN THE MATTER OF APPROVING PLAT FOR WEDGEWOOD PARK; PLAN FOR GOLF VILLAGE SECTION 7 AND DITCH MAINTENANCE PETITIONS FOR GRAND OAKS CONDOMINIUMS AND GRAND OAK SECTION 1:

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

Wedgewood Park

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, In Farm Lot 8 And Farm Lot 13, Quarter Township 3, Township 3 North, Range 19, United States Military Lands, And Containing 73.616 Acres Of Land, More Or Less,: Being All Of A 25.566 Acre Tract Of Land Conveyed As Tract A And All Of A 48.050 Acre Tract Of Land Conveyed As Tract B To Virginia Homes, Ltd., By Deed Of Record In Official Record 106, Page 1877, All Reference Being To The Recorder’s Office, Delaware County ,Ohio. Cost \$276.00.

Golf Village Section 7

Delaware County, Ohio, Street And Water Improvements For Golf Village Section 7 Phase 4 Parts A & B Liberty Township, Range 19 Township 3, Section 2 Farm Lot 6 & 7 USML (No cost).

Ditch Maintenance Petition-Grand Oaks Condominiums

We the undersigned owners of 15.3 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Grand Oaks Condominiums** 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.

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 **Grand Oaks Condominiums** subdivision.

The cost of the drainage improvements is \$ 76,314.00 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. 66 units are created in this development 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, \$1,156.27 per lot. An annual maintenance fee equal to 2% of this basis \$ 23.13 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 \$ 1,526.58 has been paid to Delaware County.

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

Ditch Maintenance Petition-Grand Oak Section 1

We the undersigned owners of 62.1acres in Genoa Township, Delaware County, Ohio propose to create a

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subdivision known as **Grand Oak Section 1** 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.

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 **Grand Oak Section 1** subdivision.

The cost of the drainage improvements is \$ 293,580.00 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. 68 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, \$ 4,317.35 per lot. An annual maintenance fee equal to 2% of this basis \$ 86.35 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 \$ 5871.60 has been paid to Delaware County.

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

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

RESOLUTION NO. 02-205

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR SCIOTO RESERVE SECTION 4, PHASE 5:

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

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 11th day of February, 2002 between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE SECTION 4, PHASE 5** 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 1/24/02 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 **TWENTY THOUSAND SIX HUNDRED FORTY-ONE 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**

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(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**.

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 to make the improvements stipulated herein.

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

RESOLUTION NO. 02-206

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR CROSS CREEK SECTION 2A:

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

Cross Creek Section 2A

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 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$29,200** for the duration of the one year maintenance period. Two Letters of Credit totaling that amount are attached. He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

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

RESOLUTION NO. 02-207

IN THE MATTER OF APPROVING THE PLAN AND ESTIMATE AND SETTING BID OPENING DATE AND TIME FOR THE SAWMILL/BRADFORD AND WORTHINGTON/ POWELL SIGNAL PROJECTS:

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

Sealed proposals will be received at the **Delaware County Engineer’s Office, 50 Channing Street Delaware, Ohio 43015** until **10:00 a.m. local time on March 4, 2002** for furnishing all labor, materials and equipment

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necessary to complete the project known as **Sawmill/Bradford and Worthington/ Powell Signal Projects**, and at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015** for a **nonrefundable cost of \$20.00 for plans and specifications**. **Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer’s estimate for the project is \$162,000.00.

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

RESOLUTION NO. 02-208

IN THE MATTER OF APPROVING THE ADVANCE, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:

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

NEW FUND

057-40-5710	Highway Safety Fund	Special Projects
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SUPPLEMENTAL
APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
0005-4020-047	M & G – Transfers	\$ 48,000.00
057-5710-015	Highway Safety Fund - Mat & Sup	\$ 48,000.00
057-5710-047	Highway Safety Fund - Transfers	\$ 48,000.00

ADVANCE

FROM:	TO:	AMOUNT:
005-4020-047	057-5710-087	\$ 48,000.00
M & G - Transfers	Highway Safety Fund - Transfers-in	

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

RESOLUTION NO. 02-209

IN THE MATTER OF APPROVING THE QUARTERLY REPORT FOR RECYCLE, OHIO! GRANT PROGRAM:

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

(A copy of the report is available in the Commissioners Office)

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

RESOLUTION NO. 02-210

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN TARTAN FIELDS PHASE 16; THE POINT AT SCIOTO RESERVE AND HOMESTEAD AT HIGHLAND LAKES SECTION 1:

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:

Tartan Fields Phase 16	2,046 feet of 8 inch sewer	10 manholes
The Point At Scioto Reserve	1,663 feet of 8 inch sewer	9 manholes
Homestead At Highland Lakes Section 1	1,856 feet of 8 inch sewer	10 manholes

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

RESOLUTION NO. 02-211

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR WEDGEWOOD PLACE SECTION 2:

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

Wedgewood Place Section 2

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

THIS AGREEMENT executed on this 11th day of February 2002, by and between VIRGINIA HOMES LTD SUBDIVIDER, as evidenced by the WEDGEWOOD PLACE SECTION 2 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:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$50,778.80 , representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$2,127.88 for each single family residential connection, for 10 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. 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 (\$25,000.00) 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 \$1,750.00, 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

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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.

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 Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-212

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mrs. Martin, seconded by Mr. Ward to certify the Sanitary Sewer Capacity charges as follows:

24 Olentangy Steet, Powell, Ohio 43065

In the amount of \$2,400 with \$902.40 finance charge (pro-rated over a 10 year period) making total of \$3,302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

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

RESOLUTION NO. 02-213

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR NITRATE SOLUTION (ODOR CONTROL), FERRIC CHLORIDE SOLUTION AND SODIUM HYPOCHLORITE FOR WASTEWATER TREATMENT:

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

Whereas, Delaware County went out to bid and bids were taken on December 17, 2001, and

Whereas, after carefully reviewing the bids received, the bids submitted by the companies listed, have been determined to be the lowest and best bids;

Now Therefore Be It Resolved, the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids as listed below:

Nitrate Solution (Odor Control)

Recommend that an exclusive bid award be made to US Filter at \$0.39 per Lb. NO3

Ferric Chloride Solution

Recommend that an exclusive bid award be made to Bonded Chemical at \$0.17 per Lb. FeCL3

Sodium Hypochlorite

Recommend that an exclusive bid award be made to Bonded Chemical at \$0.5865 per Lb. NaOCL

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

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RESOLUTION NO. 02-214

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

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

RENAME FUND

033-01-3580	Perry-Taggart Sewer Project	Enterprise Fund
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SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
033-3580-010	Perry-Taggart Sewer Project - Salaries	\$ 35,960.10
033-3580-011	Perry-Taggart Sewer Project - Benefits	\$ 7,852.24
033-3580-012	Perry-Taggart Sewer Project - PERS	\$ 4,872.59
033-3580-013	Perry-Taggart Sewer Project - Medicare	\$ 521.42
033-3580-015	Perry-Taggart Sewer Project - Mat & Sup	\$ 2,385.00
033-3580-020	Perry-Taggart Sewer Project - Srvs & Chrgs	\$ 98,900.00
033-3580-040	Perry-Taggart Sewer Project - Equip	\$ 3,849,508.65
040-3535-047	Sewer Capital Fund	\$ 300,000.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
040-3535-047	033-3580-087	\$ 300,000.00

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

RESOLUTION NO. 02-215

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB
AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE
PROVIDER AMY L. JONES:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
		Rates per Hour		
Amy L. Jones 2 South Harrison Street Ashley, Ohio 43003	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		

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

RESOLUTION NO. 02-216

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A
DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE
PROVIDERS:

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

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective January 1, 2002, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and the following list of child care providers entered into as listed.

Name
A Powell Child Center
Forest Lane Child Care
Kimberly Stewart

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Toddler Inn

SITE:

Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a.
I. Article 3. Contract Services: No change.
II. Article 4. Cost and Delivery of Purchased Services:
Absentee Payment Policy: The maximum number of absent days reimbursed to the Provider shall not exceed ten (10) days in a six-month period during which publicly funded child day-care is provided to the child regardless of the number of providers that provide publicly funded child day-care to the child during that period. (ORC 5104.32 C) After two consecutive absentee days, the Provider shall report the absences to the Department. Failure of the Provider to report absences on a timely basis may result in the termination of payment after the second consecutive day.

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

RESOLUTION NO. 02-217

IN THE MATTER OF APPROVING THE AMENDMENT TO COMMISSIONER RESOLUTION NO. 01-1551 (THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES REQUIRED TRAINING FOR 2002):

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

Required Training

Cost of training to be paid from local/state/federal appropriated funds
Following are itemized the anticipated expenses necessary to be incurred during such period.
NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

hereby request authorization for:
Mona Reilly, Angela Thomas
to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), ODJFS (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, Region 1 Directors meetings, OJFSDA Committee Meetings, at various locations for the period of 01/01/02 through 12/31/02.

(24 meetings x 100 miles x \$0.30)	Approved	Amend to
Mileage for personal automobile <u>actual</u> miles at \$. 30	\$ 720	720
<u>Parking for actual</u> cost (12 meetings x \$10)	\$ 120	120
Registration for <u>actual</u> cost	<u>-0-</u>	<u>400</u>
Approximate of total request	\$ 840	1240

Requested/Recommend by: Mona Reilly, Director
Delaware County Department of Human Services

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

RESOLUTION NO. 02-218

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND OTIS MAINTENANCE FOR PREVENTIVE MAINTENANCE WORK ON THE HYDRAULIC ELEVATOR UNIT IN THE CARNEGIE LIBRARY BUILDING:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the contract with Otis Maintenance.

(A copy of the contract is available in the Commissioners Office).

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

RESOLUTION NO. 02-219

IN THE MATTER OF ACCEPTANCE OF THE ANNUAL JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT (JAIBG):

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

Grant # JB-013-A017 Application to renew JAIBG Grant

Grant Period: January 1, 2002 to December 31, 2002

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State Grant Amount:	\$ 24,461.00
Local Match:	<u>11,000.00</u>
Total Grant Amount:	\$ 35,461.00

Program funds portions of two School Liaison positions; ensures timely flow of information between the Juvenile Court and the schools allowing immediate imposition of sanctions for offenses that occur in the schools. Program will serve at least 150 youth during the grant period.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners