

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

- 8:00 AM Duncan Whitney, County Prosecutor
- 9:15 AM Order Of Commissioners For Annexation Of 50.16 Acres From Liberty Township To The City Of Delaware
- 10:00 AM Bid Opening Date For 2002 Mowing Program (50 Channing Street)

RESOLUTION NO. 02-323

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION AND LAND ACQUISITION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 8:17AM.

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

RESOLUTION NO. 02-324

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn out of Executive Session at 8:47AM.

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

PUBLIC COMMENT

RESOLUTION NO. 02-325

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 331810 THROUGH 331945:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants numbered 331810 through 331945 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>
2B11495	Safety Solutions Inc.	Safety Equipment for OECC	3530-1650	\$ 3,000.00
		Freight	3530-2200	\$ 50.00
2B11496	Safety Solutions Inc.	Safety Equipment for ACWRF	3530-1650	\$ 3,000.00
		Freight	3530-2200	\$ 50.00
2P13404	OH Dept of Dev	Columbus Foam Repayment	7220-2900	\$ 11,050.24
			0080-2900	\$ 9,695.04
2B08333	George J. Igel & Co.	Excavation & Shoring/Change Order	8612-4011	\$ 13,442.40
2B08331	Acoustic Ceiling & Partition	Drywall/Change Order	8612-4011	\$ 17,609.00
2P13392	City of Delaware	40% Reimbursement/Municipal Court	3110-2361	\$ 138,459.70
<u>Vouchers</u>				
2P08540	Canon USA Inc.	GSA Contract	0020-4100	\$ 6,726.00
2B11578	Jess Howard Elec. Comp.	Alum Creek Water Rec.	3590-4011	\$ 25,495.80

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

RESOLUTION NO. 02 -326

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Bill Barks attend an Emergency Care 2002 Annual Ohio Basic Trauma Life Support EMS Conference in Columbus, Ohio March 23, 2002, at the cost of \$200.00.

The Department of Job and Family Services is requesting that Sharon Lloyd, Chad Rizhardson, Julie Smith Julie Marshall, Jackie Culbertson, Sarah Gast, James Tranking and Mona Reilly attend an Ohio Job and Family Services Director’s Association Conference in Columbus, Ohio April 10-12, 2002, at the cost of \$1,452.00. (Annual Conference).

The Department of Job and Family Services is requesting that Craig Hill attend a training on Sexual Abuse

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Offenders in Toledo, Ohio April 28-30, 2002, at the cost of \$370.00.

The Department of Job and Family Services is requesting that Barbara Minnick attend a Human Resource Association Meeting in Columbus, Ohio April 3, 2002, at the cost of \$25.00.

The Engineer Department is requesting that John Link, Chris McGrew and Bob Walker attend a APWA North American Snow Conference in Columbus, Ohio April 15, 2002, at the cost of \$690.00.

The Engineer Department is requesting that Ron Ford, John Russell and Larry Witt attend a APWA North American Snow Conference in Columbus, Ohio April 16, 2002, at the cost of \$690.00.

The Commissioners Office is requesting that David Cannon attend the GFOA Annual Conference in Denver, Colorado June 14- 19, 2002, at the cost of \$1,785.00.

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

RESOLUTION NO. 02-327

IN THE MATTER OF PROCLAIMING MARCH AS RED CROSS MONTH IN DELAWARE COUNTY, OHIO:

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

Whereas, one of the nation’s oldest, most recognized humanitarian organizations, the American Red Cross provides compassionate care when disasters and other crises threaten to overwhelm and destroy families. Delaware County is indeed fortunate in our community to have this organization with 300 volunteers and 4,500 blood donors dedicated to relieving suffering and saving lives.

Whereas, the American Red Cross of Delaware County was chartered in 1917, and has served the community, both through Community Programs and Disaster Relief uninterrupted since that time. Each year the Delaware County Chapter responds to single family fires and local disasters in our community. As Delaware County continues to grow in population, it is reassuring to know that its citizens can rely upon the local Red Cross chapter to provide services and comfort for families robbed of their loved ones, homes, livelihoods or dignity.

Whereas, other Red Cross services include recruiting people to donate blood, ensuring its safety and providing hospitals with half the nation’s supply of blood and blood products for lifesaving medical treatments and routine medical procedures. Last year’s campaign to increase the number of donors was a great success and the total number of units of blood donated numbered 6,060.

Whereas, our military men and women join the effort to fight terrorism a world away, Red Cross workers in Delaware County are working to fulfill a historical role: keeping service members and their families in touch and offering other small comforts to ease the strain of being far away from home.

Whereas, the Delaware Chapter provides residents of Delaware and Ohio with the information they need to maintain safe and healthy lives through Red Cross course in lifesaving skills- first aid, CPR, water safety and much more. In past year, 16,834 Delaware County residents have taken advantage of the wide variety of training and community programs, demonstrating the impact the Red Cross has on our community and the number of residents who take advantage of the various programs provided.

Whereas, through its work, the Red Cross, and enduring American institution, restores hope at home and throughout the world every day, and its vital services would not be possible without generous contributions from the American people.

Therefore, the Delaware County Commissioners, do hereby proclaim March 2002 as American Red Cross Month. Especially during these trying times for our Country, the Board request that each member of our community support the Delaware County Chapter’s noble humanitarian mission with a gift of time, blood or money. Together, the citizen of Delaware County can save lives and make our world a safer, better place.

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

RESOLUTION NO. 02-328

IN THE MATTER OF SETTING DATE AND TIME FOR BID OPENING FOR JANITORIAL AND CUSTODIAL SERVICES FOR DELAWARE COUNTY SHERIFF’S OFFICE (INCLUDING THE ADMINISTRATIVE OFFICE):

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

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:15 A.M. on Monday, April 1, 2002**, at which time they will be

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publicly opened and read and the contract awarded as soon as possible, for janitorial and custodial services for Delaware County Sheriff’s Office (including the administrative office):

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Janitorial and Custodial Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 02-329

IN THE MATTER OF APPROVING PLATS FOR WOODS ON SELDOM SEEN PHASE III, PART 2;
SAGE CREEK SECTION 2 AND HIDDEN MEADOWS AT ALUM CREEK; PLAN FOR EMERY
ACCESS DRIVE AND POLARIS PARKWAY IMPROVEMENTS AND DITCH MAINTENANCE
PETITION FOR OAKS AT HIGHLAND LAKES PHASE 2:

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

Woods On Seldom Seen Phase III, Part 2

Situated In The Township Of Liberty, County Of Delaware, State Of Ohio, Being Part Of Farm Lots 2, 3 And 23, Section 3, Township 3, Range 19, United States Military Lands, Being A 32.428 Acre Subdivision Out Of A 62.746 Acre Tract Conveyed To Crafton Properties, Inc. As Recorded In O.R.V. 29, Page 1093 To Page 1102; Of Which 3.366 Acres Are In Said Farm Lot 23, 29.031 Acres Are In Said Lot 2 And 0.031 Acres Are In Said Farm Lot 3, References Being To The Records Of The Recorders’ Office, Delaware County, Ohio. Cost \$78.00.

Sage Creek Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Range 17, Township 3, Section 1, United States Military Lands And Part Of Farm Lot 5 Containing 4.388 Acres Of Private Right-Of-Way, 4.688 Acres Of Reserve And 36.846 Acres Of Lots Out Of The Original 85.690 Acres Of Land Conveyed To SJDJ, Ltd As Recorded In Deed Book 642, Page 388, Recorder’s Office, Delaware County, Ohio. Cost \$54.00.

Hidden Meadows At Alum Creek

Situated In The Township Of Berlin, County Of Delaware And State Of Ohio, Being A Part Of Farm Lot 7, Section 2, Township 4, Range 18, United States Military Lands, Being A 25.356 Acre Subdivision Out Of A 30.934 Acre Tract Conveyed To Thomas C. Mechenbier As Recorded In Deed Book 504, Page 712. Cost \$33.00.

Plan For Emery Access Drive And Polaris Parkway Improvements

Orange Township, Range 18W, Township 3N, Section 3, Farm Lot 5, United States Military Lands; No Cost.

Ditch Maintenance Petition-Oaks At Highland Lakes Phase 2

We the undersigned owners of 12.458 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Oaks At Highland Lakes Phase 2** 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 **Oaks At Highland Lakes Phase 2** subdivision.

The cost of the drainage improvements is \$ 85,077.77 and a detailed cost estimate is available at the County

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Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Forty-two (42) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,025.66 per lot. An annual maintenance fee equal to 2% of this basis \$ 40.51 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 \$1,701.56 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. Wuertz Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-330

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR GOLF VILLAGE
SECTION 9-2, PART A AND GOLF VILLAGE SECTION 9-2, PART B:

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

Golf Village Section 9-2, Part A

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 11th day of March, 2002 between **M/I HOMES** as evidenced by the **GOLF VILLAGE SECTION 9-2, PART A** 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 2/21/02, 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-SIX THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER’S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER’S** maintenance responsibility as described above shall be completed upon formal

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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.

Golf Village Section 9-2, Part B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 11th day of March, 2002 between **M/I HOMES** as evidenced by the **GOLF VILLAGE SECTION 9-2, PART B** 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 2/21/02, 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-NINE THOUSAND TWO HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer**

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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. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 02-331

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR VILLAGES OF OAK CREEK SECTION 1, PHASE 11 PART A, SLANE RIDGE, SCIOTO RESERVE 3-3 AND SCIOTO RESERVE 3-4:

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

Villages Of Oak Creek Section 1, Phase 11 Part A

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 **\$35,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached. He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

Slane Ridge

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 **\$41,900** for the duration of the one year maintenance period. Checks totaling that amount are currently in place.

Scioto Reserve 3-3

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 **\$56,733** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached. He also request approval to return the Letter of Credit being held as construction surety to the developer, Triangle Properties, Inc.

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Scioto Reserve 3-4

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 **\$38,391** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached. He also request approval to return the Letter of Credit being held as construction surety to the developer, Triangle Properties, Inc.

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

RESOLUTION NO. 02-332

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR HIDDEN MEADOWS AT ALUM CREEK AND WOODS OF SELDOM SEEN, PHASE III, PART 2:

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

Hidden Meadows at Alum Creek

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 **\$21,000**, and two bonds totaling that amount are attached to cover the bonding of this project.

Woods of Seldom Seen, Phase III, Part 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$65,376**, and two bonds totaling that amount are attached to cover the bonding of this project.

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

RESOLUTION NO. 02-333

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
U02037	Verizon	Braumiller Road	Place aerial fiber optic cable
U02038	Verizon	Cheshire Road	Place aerial fiber optic cable

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

RESOLUTION NO. 02-334

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID AND APPROVING THE CONTRACT WITH M.P. DORY COMPANY FOR SAWMILL/BRADFORD & POWELL/WORTHINGTON SIGNALS PROJECT:

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

Sawmill/Bradford & Powell/Worthington Signals Project Bid Opening of 3/4/02

As a result of the referenced bid opening, the Engineer recommends that an award be made to M.P. Dory Company of Columbus, Ohio, the low bidder for this project.

AGREEMENT

AGREEMENT, made and entered into this 11th day of March 2002, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **M.P. DORY COMPANY** hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED NINETY DOLLARS** (\$112,590), based on unit prices on the

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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 **Sawmill/Bradford and Worthington/Powell Signal Projects**, 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 **April 26, 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. 02-335

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS THE SAWMILL SCHOOL, ROBIN M. CARTER AND AMY SIEVERS:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
The Sawmill School 3760 Snouffer Rd. Columbus, Ohio 43235	Infant Toddler Preschool Schoolage	\$152.00 \$131.00 \$114.00 \$103.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	\$25.00 Registration Fee
Robin M. Carter 1134 Dechant Ct. Columbus, Ohio 43229	Infant Toddler Preschool Schoolage	\$95.00 \$80.00 \$80.00 \$75.00	\$ 76.00 \$ 70.00 \$ 65.00 \$ 60.00	none
Amy Sievers 6229 First Street Lewis Center, Ohio 43035	Infant Toddler Preschool Schoolage	\$2.75/hr \$2.75/hr \$2.50/hr \$2.50/hr		

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

RESOLUTION NO. 02-336

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND CONNECTIONS FOR SERVICES FOR WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, “Department”), the Delaware County Board of Commissioners (hereafter “County:), and Connections (hereafter “Connections”).

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Connections is willing to provide services or, contract out for services, and Connections is willing to provide those services at an agreed-upon price, the Parties mutually agree that:
A. Connections will provide services for WIA/TANF-eligible participants. Connections program and services will serve a minimum of 3 participants monthly. Services will include:

1. Diagnostic assessment to determine skills, interests, and barriers to employment.
2. One on one mentoring and guidance to address life skill barriers to employment and develop employment goals, strategies, and referrals.
3. Job readiness training covering areas such as development of communication skills, interviewing skills, punctuality, and personal maintenance.
4. Job readiness opportunities for hard-to-employ individuals by placing in volunteer placements.

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B. The cost of Connections services is \$665 per participant served. Expenditures for project operation costs under this contract will not exceed \$15,972.

C. The time period for this contract is from February 25, 2002 through June 31, 2002.

D. Connections shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Connections understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Connections agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

.I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Connections agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Connections agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Connections agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Connections will fully 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 serviced under this Agreement.

M. This Agreement may be terminated by Connections or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Connections must notify the Department immediately.

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

RESOLUTION NO. 02-337

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND COLUMBUS STATE COMMUNITY COLLEGE FOR SERVICES FOR WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:), and Columbus State Community College (hereafter "CSCC").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CSCC is willing to provide services or, contract out for services, and CSCC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. CSCC will provide services for WIA/TANF-eligible participants. The program and services will provide for career counseling, evaluation of vocational interests, job skills assessment, job search training, and support in examining and choosing various educational training resources. Services will include:

- 1. Intake/Transitional Advising;
- 2. Career Counseling/Retention Support Services;
- 3. Career Assessment Services;

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- 4. Career Related Workshops;
- 5. Outreach/Consultation Services;
- 6. Marketing/Promotion.

B. The cost of CSCC services is \$40,000.

C. The time period for this contract is from February 25, 2002 through June 31, 2002.

D. CSCC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. CSCC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. CSCC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. CSCC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. CSCC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and CSCC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CSCC will fully 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 serviced under this Agreement.

M. This Agreement may be terminated by CSCC or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, CSCC must notify the Department immediately.

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

Presentation On CRISIS Response Team

RESOLUTION NO. 02-338

9:15 AM ORDER OF COMMISSIONERS FOR ANNEXATION OF 50.16 ACRES FROM LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

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

The Commissioners of Delaware County, Ohio having on the 4th day of March 2002, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Delaware, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

- 1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
- 2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Delaware as required by Section 709.031(B) of the Revised Code;
- 3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory

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described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.

- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and
- 6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the City of Delaware.

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

RESOLUTION NO. 02-339

IN THE MATTER OF ESTABLISHING A NEW DEPARTMENT FOR AN EMA GRANT:

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

NEW DEPARTMENT						
101-01-1014	EMA - Homeland Security Grant				Special Revenue Fund	
Vote on Motion	Mr. Wuertz	Aye	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