

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 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

- 2:00

PM

Bid Opening Date And Time For The Annual Preventative Maintenance And Service Contract For The Delaware County Sheriff’s Office Radio Communications
- 7:30

PM

Reconvening The Public Hearing For Annexation Of 80.211 (99.76) Acres From Oxford Township To The Village Of Ashley
- 7:45

PM

Reconvening The Public Hearing For Annexation Of 102.819 (101.535) (113.017) Acres From Oxford Township (Delaware County) And Westfield Township (Morrow County) To The Village Of Ashley
- 8:00

PM

Reconvening The Public Hearing For Annexation Of 482.762 Acres From Troy Township To The City Of Delaware

PUBLIC COMMENT

RESOLUTION NO. 02-600

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF BATCH NUMBERS CMAPR052:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of batch numbers CMAPR052 and Purchase Orders and Vouchers as listed below:

PO’s

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Growth Strategies Consulting	Vision/Mission Dev Consulting	10011108-530130102	\$ 10,000.00
Del Cty Bd of Dev Disability	Board & Care	10011501-535035010	\$ 96,250.00
Council for Older Adults	Purchased Service Title	22411606-534834835	\$ 57,372.00
Columbus Dispatch	Advertisements	10011108-5312	\$ 5,846.16

INCREASE

Preferred Benefits	Increase Consulting Services	60211902-530130102	\$ 18,650.00
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VOUCHERS

Techskills	Continuing Education	22411603-530530501	\$ 6,000.00
Todays Learning Child	Child Care	22411606-5348	\$ 5,399.00
U.S. Filter	Bioxide for Pump Stations	65211905-5290	\$ 7,068.25
BP Products (Various Vendors)	Gasoline/Diesel Fuel	10011106-522822801	\$ 8,614.53
Bovis	Construction Management	40411412-541041002	\$ 52,317.39
SunGard	Software Training	40411412-545045065	\$ 15,686.13
Gleeson	Finish Carpentry	40411412-541041002	\$ 124,769.00
Greenscapes	Landscaping	40411412-541041002	\$ 45,853.33
Gleeson	Wood Working	40411412-541041002	\$ 91,698.00
Design Crete	Pavers	40411412-541041002	\$ 23,322.83

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

RESOLUTION NO. 02 -601

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

CSEA is requesting that Matthew Smith attend an Excelling as a Highly Effective Team Leader Course in Columbus, Ohio June 10-11, 2002, at the cost of \$421.00.

The Auditor’s Office is requesting that Robert Packham and Brenda Phillian attend a Workshop on Agriculture Use Values in Columbus, Ohio May 15, 2002, at the cost of \$94.00.

The Engineer’s Office is requesting that Chris Bauserman, Tiffany Brinkmoeller and Scott Pike attend the CCAO/CEAO Annual Summer Conference in Canton, Ohio June 2 to 4, 2002, at the cost of \$1,167.00.

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

RESOLUTION NO. 02-602

IN THE MATTER OF APPROVING PLAN FOR GENOA FARMS OLD 3C HIGHWAY TURN LANE AND STRIPING AND PLAT FOR GOLF VILLAGE SECTION 9 PHASE 2 PART A AND DITCH MAINTENANCE PETITIONS FOR GENOA FARMS SECTION 2; GOLF VILLAGE SECTION 9 PHASE 2 PART A; NORTH ORANGE SECTION 1 PHASE 1AND NORTH ORANGE SECTION 3 PHASE 1 AND NORTH ORANGE SECTION 2 PHASE 1:

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

Genoa Farms Old 3c Highway Turn Lane And Striping

Situated In The Township Of Genoa, Being A Part Of Farm Lots 9 & 10 Section 2, Township 3, Range 17, U.S. Military Lands. No Cost.

Golf Village Section 9 Phase 2 Part A

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lot 6 And Farm Lot 3 In Section 2, Township 3, Range 19, United States Military Lands, Containing 11.241 Acres Of Land, More Or Less, Said 11.241 Acres Being Out Of That 28.305 Acre Tract Of Land Referred To As Parcel II And As Described In The Deed To M/I Schottenstein Homes, Inc., Of Record In Official Record 150, Page 0001, Recorder’s Office, Delaware County, Ohio.

1.079 Acres Of Said 11.241 Acres Being In Farm Lot 3 And 10.162 Acres Of Said 11.241 Acres Being In Farm Lot 6. Cost \$96.00.

Ditch Maintenance Petition- Genoa Farms Section 2

We the undersigned owners of 19.895 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Genoa Farms Section 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 **Genoa Farms Section 2** Subdivision.

The cost of the drainage improvements is \$ 68,787.05 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. 39 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 1,763.77 per lot. An annual maintenance fee equal to 2% of this basis \$ 35.28 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 \$1,375.74 has been paid to Delaware County.

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

Ditch Maintenance Petition- Golf Village Section 9 Phase 2 Part A

We the undersigned owners of 11.24 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Golf Village Section 9 Phase 2 Part A** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Golf Village Section 9 Phase 2 Part A** Subdivision.

The cost of the drainage improvements is \$109,180.00 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. Thirty-Two (32) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,411.87 per lot. An annual maintenance fee equal to 2% of this basis \$ 68.23 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,183.36 has been paid to Delaware County.

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

Ditch Maintenance Petition- North Orange Section 1 Phase 1

We the undersigned owners of 77.823 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **North Orange Section 1 Phase 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 **North Orange Section 1 Phase 1** Subdivision.

The cost of the drainage improvements is \$131,206.65 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 their development. A developed area of 30.985 acres (residential and commercial lots) will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each acre is therefore, \$ 4,234.52 per acre. An annual maintenance fee equal to 2% of this basis \$ 84.69 per acre will be collected for each developed lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,624.13 has been paid to Delaware County.

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

Ditch Maintenance Petition- North Orange Section 3 Phase 1 And North Orange Section 2 Phase 1

We the undersigned owners of 22.854 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **North Orange Section 3 Phase 1 (21.772 acre) And North Orange Section 2 Phase 1 (1.082 acre)** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The **North Orange Section 3 Phase 1 And North Orange Section 2 Phase 1** plats have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to the subdivisions 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 **North Orange Section 3 Phase 1 plat subdivision And North Orange Section 2 Phase 1 plat** Subdivision.

The cost of the drainage improvements is \$207,946.96 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

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being created in this subdivision. Forty-seven (47) 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, \$4,424.40 per lot. An annual maintenance fee equal to 2% of this basis \$88.49 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,158.94 has been paid to Delaware County.

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

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

RESOLUTION NO. 02-603

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR VILLAGE AT ALUM CREEK SECTION 6; HARBOR POINTE SECTION 3, PHASE A AND HARBOR POINTE SECTION 3, PHASE B:

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

Village At Alum Creek Section 6

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 6th day of May, 2002 between **M/I SCHOTTENSTEIN HOMES, INC.** as evidenced by the **VILLAGE AT ALUM CREEK SECTION 6** 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 4/19/02, 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 **SIXTY-FOUR THOUSAND SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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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.

Harbor Pointe Section 3, Phase A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 6th day of May, 2002 between **M/I SCHOTTENSTEIN HOMES**, as evidenced by the **HARBOR POINTE SECTION 3, PHASE 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 4/16/02, 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 **THIRTY-NINE THOUSAND NINE HUNDRED FIFTY 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.

Harbor Pointe Section 3, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 6th day of May, 2002 between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **HARBOR POINTE SECTION 3, PHASE 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 3/29/02 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 **THIRTEEN THOUSAND ONE 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

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

RESOLUTION NO. 02-604

IN THE MATTER OF ACCEPTING ROADS IN BRYN MAWR AT DELAWARE SECTION 2, PHASE 2:

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

Bryn Mawr at Delaware Section 2, Phase 2

- An addition of 0.10 mile to **Township Road Number 627, Sandy Drive**
- An addition of 0.13 mile to **Township Road Number 1206, Meadow Bend Drive**
- An addition of 0.21 mile to **Township Road Number 1207, Pebble Drive**
- **Rock Drive**, to be known as **Township Road Number 1246**

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

RESOLUTION NO. 02-605

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR BRYN MAWR AT DELAWARE SECTION 2, PHASE 2:

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

Bryn Mawr at Delaware Section 2, Phase 2

- On Township Road Number 627, Sandy Drive, at its intersection with Township Road Number 1207, Pebble Drive
- On Township Road Number 1246, Rock Drive, at its intersection with Township Road Number 1206, Meadow Bend Drive

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

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RESOLUTION NO. 02 -606

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

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

Permit #	Applicant	Location	Type of Work
U02068	Ameritech	Sunbury Road	Bury cable
U02069	Columbus Southern Power	Worthington Road	Replace & relocate poles
U02070	Ohio Edison	Radnor Road	Replace & relocate pole

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

RESOLUTION NO. 02-607

IN THE MATTER OF ACCEPTANCE OF THE SUBGRANT AWARD FROM THE OFFICE OF
CRIMINAL JUSTICE SERVICES FOR THE JUVENILE DRUG COURT PROJECT:

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

SubGrant # 2001-DG-F01-7201

Project Period: 4/01/2002 to 12/31/2002

OCJS Fund-Award: \$ 76,160.00
Cash Match: \$ 25,387.00
Total Project Amount: \$101,547.00

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

RESOLUTION NO. 02-608

IN THE MATTER OF APPROVING THE PURCHASE OF TWO UTILITY VEHICLES FROM
NELSON AUTO GROUP OF MARYSVILLE:

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

WHEREAS, the Delaware County Board of Commissioners requested bids for the purchase of utility vehicles;
and

WHEREAS, the bids received have been reviewed and evaluated; and

WHEREAS, Nelson Auto Group of Marysville had the lowest and best bid for a medium size utility vehicle at a
cost of \$25,000.00; and

WHEREAS, two vehicles are required to meet the needs of Emergency Services.

NOW THEREFORE BE IT RESOLVED:

- 1. That the Board of County Commissioners approve the purchase of two utility vehicles from Nelson Auto Group of Marysville at a total cost of \$50,000.00.
- 2. That the Board of County Commissioners approve a supplemental appropriation in the amount of \$25,000 to account 10011303-540 – General Fund/EMS - Equipment
- 3. That the Board of County Commissioners approve a Purchase Order in the amount of \$50,000 to Nelson Auto Group from account 10011303-545045001.

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

RESOLUTION NO. 02-609

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB
AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE
PROVIDERS PAULA SMITH AND TYYETTA LITTLE:

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

Child Care		Basic Rates	Part Time	Adjustment
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		Full Time (25 Hrs. or More)	Rates	to Basic Rates
Paula Smith 3376 Groll Raod Waldo, Ohio 43356	Infant Toddler Preschool Schoolage	\$2.75 per hr \$2.75 per hr \$2.50 per hr \$2.50 per hr	N/A	None
Tyyetta Little 2933 E. 6 th Ave. Columbus, Ohio 43219	Infant Toddler Preschool Schoolage	\$114.00 \$105.00 \$ 95.00 \$ 85.00	\$ 76.00 \$ 75.00 \$ 65.00 \$ 60.00	-Registration \$15.00 Fee/child/year -Transportation: \$3.00/day one way, \$6.00/day round trip -Discounts 10% off multiple children -Second shift; plus \$2.00/day, Third shift: Plus \$3.00/day

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

RESOLUTION NO. 02- 610

IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS CONCURRING WITH THE DELAWARE AREA TRANSIT AUTHORITY (DATA) ON WHITWORTH BUS SALES, INC. TO ACQUIRE HANDICAP ACCESSIBLE VEHICLES FOR ITS PUBLIC TRANSPORTATION FLEET:

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, assistance to provide adequate public facilities to assist handicap individuals is considered a National Objective under the CDBG Program.

Whereas, the Delaware County Board of Commissioners authorized a Resolution #01-1543 on December 27, 2001, the use of Delaware County Revolving Loan Fund in an amount not to exceed \$39,800 to assist the Delaware Area Transit Authority (DATA) in the purchase of four (4) modified mini-vans, and one (1) light transit vehicle that are handicap accessible.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- Section 1. That the Delaware County Board of Commissioners concurs with Delaware Area Transit Authority (DATA) to assist in purchasing five (5) handicap accessible vehicles for its public transportation fleet from Whitworth Bus Sales, Inc.
- Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 02-611

IN THE MATTER OF CERTIFYING THAT DELAWARE METROPOLITAN HOUSING AUTHORITY CONSOLIDATED PLAN IS CONSISTENT WITH DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS):

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

Whereas, Delaware Metropolitan Housing Authority has submitted it’s Consolidation Plan for review by Delaware County, and

Whereas, upon review, the Delaware County Economic Development Department has determine that the Consolidation Plan is consistent with CHIS.

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NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

SECTION I. That the Delaware County Board of Commissioners determine that Delaware Metropolitan Housing Authority is consistent with Delaware County Community Housing Improvement Strategy (CHIS).

SECTION II. That the Board of Commissioners authorizes the President of the Board to certify that Delaware Metropolitan Housing Authority is consist with Delaware County CHIS.

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

RESOLUTION NO. 02-612

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR STONE BRIDGE AT GOLF VILLAGE AND CHESHIRE COVE SECTION 2:

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:

Stone Bridge At Golf Village	3,445 feet of 8inch sewer 810 feet of 10inch sewer	19 manholes
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Cheshire Cove Section 2	3,558 feet of 8inch sewer	15 manholes
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Vote on Motion Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 02-613

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR GOLF VILLAGE SECTION 6 PHASE B PARTS IA AND IIIA; GOLF VILLAGE SECTION 6 PHASE B PARTS IB, IIB AND IIIB AND THE VILLAGE AT ALUM CREEK SECTION 6:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans for Golf Village Section 6 Phase B Parts Ia And IIIa; Golf Village Section 6 Phase B Parts Ib, Iib And IIib And The Village At Alum Creek Section 6 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-614

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR COVINGTON MEADOWS SECTION 3:

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

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 6th day of May 2002, by and between M/I SCHOTTENSTEIN HOMES SUBDIVIDER, as evidenced by the COVINGTON MEADOWS SECTION 3 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 \$242,640.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for 72 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 (\$89,193.19) 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

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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 \$5,400.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

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RESOLUTION NO. 02-615

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND JACKIE B. FORT, DBA FORT’S CLEANING SERVICE FOR THE JANITORIAL/CUSTODIAL SERVICES FOR THE ENGINEER’S COMPLEX-NORTH WING:

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

CONTRACT

THIS CONTRACT is made this **1st** day of **January, 2002** by and between the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** (hereinafter "Board") and **JACKIE B. FORT, d.b.a. FORT'S CLEANING SERVICE**, the Contractor (hereinafter "Contractor").

- 1. The Board, having received bids for janitorial/custodial services for the **Engineer's Complex-North Wing, 50 Channing Street, Delaware, Ohio** on December 7, 2001, and accepting the bid submitted by the Contractor on December 20, 2001, enters into this agreement with the Contractor for such services.
- 2. The Contractor agrees to provide minimum services to the County of Delaware as set forth in Exhibit A, Pages 1 and 2, attached hereto. The bid specifications are hereby incorporated into this contract as if fully rewritten herein.
- 3. For all services performed by the Contractor, the Board agrees to pay the Contractor the sum of **One Thousand Three Hundred Seventy Eight Dollars (\$1378.00)** per month as payment for such services. The term of this contract shall be one (1) year. Said contract may be renewed, at the County's desire, at the anniversary date of the bid award for up to four (4) consecutive six (6) month periods unless Delaware County has provided written notice of its interest to renew thirty (30) days in advance of the renewal date. Any such notice shall terminate the contract. The fees for services may be negotiated annually.
- 4. The relationship of the Contractor to the County of Delaware and to the Board shall be that of an independent contractor, and the Contractor shall be responsible for all Federal, State, Local and Social Security taxes, and shall provide all required insurance and workers compensation coverage for the Contractor's principles and employees. In addition, the Contractor shall assure that all independent contractors whom the Contractor hires for the purpose of fulfilling the Contractor's obligations under this agreement shall have provided for themselves and their employees appropriate and adequate workers compensation coverage; or, in the alternative, the Contractor shall provide such workers compensation coverage for its independent contractors.
- 5. The Contractor agrees to pay all costs for all services rendered by any and all independent contractors retained by the Contractor for purposes of obligations under this agreement and to hold harmless the County of Delaware and the Board for such costs.
- 6. The Contractor agrees to, when notified by the Board in writing, of services not meeting the minimum as set forth previously, to correct such conditions within two (2) business days. Failure to make such corrections will be terms for non performance.
- 7. Either party may terminate for this contract for non performance by providing the other party thirty (30) days advance written notice.
- 8. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed or amended except in writing signed by each of the parties.

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

RESOLUTION NO. 02-616

7:30 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 80.211 (99.76) ACRES FROM OXFORD TOWNSHIP TO THE VILLAGE OF ASHLEY:

It was moved by Mr. Ward, seconded by Mrs. Martin to open the Hearing at 7:37PM.

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

RESOLUTION NO. 02-617

IN THE MATTER OF ACCEPTING THE AMENDMENT OF ACREAGE FOR THE ANNEXATION OF 80.211 (99.76) ACRES FROM OXFORD TOWNSHIP TO THE VILLAGE OF ASHLEY:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the acreage amendment.

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

RESOLUTION NO. 02-618

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 80.211 (99.76) ACRES FROM OXFORD TOWNSHIP TO THE VILLAGE OF ASHLEY:

It was moved by Mrs. Martin, seconded by Mr. Ward to close the Hearing at 8:50PM.

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

RESOLUTION NO. 02-619

IN THE MATTER OF SETTING DATE AND TIME FOR DECISION ON ANNEXATION OF 80.211 (99.76) ACRES FROM OXFORD TOWNSHIP TO THE VILLAGE OF ASHLEY

It was moved by Mr. Ward, seconded by Mrs. Martin to approve setting date and time for decision on annexation petition of 80.211 (99.76) acres from Oxford Township to the Village of Ashley as 9:15 AM, Monday, May 20, 2002.

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

RESOLUTION NO. 02-620

7:45 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 102.819 (101.535) (113.017) ACRES FROM OXFORD TOWNSHIP (DELAWARE COUNTY) AND WESTFIELD TOWNSHIP (MORROW COUNTY) TO THE VILLAGE OF ASHLEY:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 8:55PM.

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

RESOLUTION NO. 02-621

IN THE MATTER OF WITHDRAWING THE ANNEXATION OF 102.819 (101.535) (113.017) ACRES FROM OXFORD TOWNSHIP (DELAWARE COUNTY) AND WESTFIELD TOWNSHIP (MORROW COUNTY) TO THE VILLAGE OF ASHLEY:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the withdrawal of annexation of 102.819 (101.535) (113.017) Acres From Oxford Township (Delaware County) And Westfield Township (Morrow County) To The Village Of Ashley.

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

RESOLUTION NO. 02-622

8:00 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 482.762 ACRES FROM TROY TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 9:08PM.

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

RESOLUTION NO. 02-623

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR ANNEXATION OF 482.762 ACRES FROM TROY TOWNSHIP TO THE CITY OF DELAWARE TO MONDAY JULY 1, 2002 AT 7:45 PM WITH LEGAL BRIEFS ON ACREAGE AMENDMENT DUE TO THE COMMISSIONERS' OFFICE AT THE CLOSE OF BUSINESS ON TUESDAY MAY 28, 2002:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to continuing the public hearing for annexation of 482.762 acres from Troy Township to the city of Delaware to Monday July 1, 2002 at 7:45 pm with legal briefs on acreage amendment due to the Commissioners' Office at the close of business on Tuesday May 28, 2002.

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

There being no further business the meeting adjourned.

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Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners