

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

7:30 PM - Public Hearing – Request by the Columbus, Zoological Park Association, Inc. for Issuance of Tax Exempt Economic Development Revenue Bonds by Delaware County to Facilitate the Zoo’s Future Development Plans

PUBLIC COMMENT

RESOLUTION NO. 03-981

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 31, 2003, AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held July 31, 2003, as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-982

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR081:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR081 and Purchase Orders and Vouchers as listed below:

PO’s

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Delaware County Health Dept	Wellness Program	22411601-5301	\$ 26,000.00
Family & Children First Council	Help Me Grow	22411601-5301	\$ 79,112.00

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

RESOLUTION NO. 03-983

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Emergency Management is requesting that Jesse Martinez attend an Intermediate Bridge Course at Columbus State October 4 – October 25, 2003, at a cost of \$110.00

Intensive Supervision is requesting that Lorrie Richards, Erin Cook and Scott Ritter attend training at Waldo on October 3, 2003, at a cost of \$60.00.

Intensive Supervision is requesting that Eric Mosley attend MRT Training in Tennessee, August 24-29 at a cost of \$1451.00.

The Auditor is requesting that Seiji Kille attend the 8<sup>th</sup> Annual GAAP Update at Dublin on November 6, 2003, at a cost of \$95.00.

Environmental Services is requesting that Barry Bryant attend Business Planning and Budgeting Seminar at Columbus on August 15, 2003, at a cost of \$404.00

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

RESOLUTION NO. 03-984

IN THE MATTER OF APPROVING PLANS FOR OAKS AT HIGHLAND LAKES PHASES 5 & 6 AND PLATS FOR NETZORG SUBDIVISION; ORANGE POINT COMMERCE PARK, PHASE 4, SECTION 2 AND DITCH MAINTENANCE PETITIONS FOR THE LAKES AT SILVERLEAF; ORANGE TOWNSHIP FIRE DEPARTMENT & PARK PLACE VILLAGE AT NORTH ORANGE:

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

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**The Oaks at Highland Lakes Phases 5 & 6**

Street, Storm, and water Improvements. Situated in the township of Genoa Being a part of Lots 12 & 13, Section 2, Township 3, Range 17, US Military Lands

**Orange Point Commerce Park, Phase 4, Section 2**

Situated in the State of Ohio, County of Delaware, township of Orange part of Farm Lot 2, and From Lot 23, Section 2 Township 3, Range 18, United States military Lands, and being a 9.002 acre tract of land all out of that 78.238 acre parcel owned by Franklin Real Estate Company, of record in Deed Book 663, page 554, and Official Record Volume 41, page 1572, and known as parcel #31823001011001. All references to records being on file in the Office of the Recorder, Delaware County, Ohio. Cost of \$3.00.

**Netzorg Subdivision**

Situate din the township of Harlem, county of Delaware, State of Ohio, Located in Farm Lot 5 in Section 1, Township Three (3) North, Range Sixteen (16) West, United States Military Lands, Containing 11.825 acres more or less, as conveyed to Esther Arlene Netzorg as Recorded in Deed Book 474, page 417. Cost of \$6.00.

**Ditch Maintenance Petition- The Lakes at Silverleaf**

We the undersigned owners of 30.415 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as The Lakes at Silverleaf 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 **The Lakes at Silverleaf** Subdivision.

The cost of the drainage improvements is \$185,767.40 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. Twenty-nine 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, \$ 6,405.77 per lot. An annual maintenance fee equal to 2% of this basis \$128.12 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 \$ 3,705.35 has been paid to Delaware County.

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

**Ditch Maintenance Petition-Orange Township Fire Department & Park Place Village at North Orange**

We the undersigned owners of 4.59 acres and of 21.521 acres, which total 26.111 acres in Orange Township, Delaware County, Ohio propose to create a Retention Basin as evidenced by the attached drawings (Exhibit "A" and "A1"). The Orange Township Fire Department Site (4.59 acres) and the park Place Village at north Orange Site (21.521) have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County engineer. Drainage improvements related to the site have been constructed, or will be constructed within a period of one year. In accordance with Section 6137 of the Ohio Revised Code, we hereby request that the improvements delineated on the attached Exhibit "C" 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 Orange Township Fire Department Development and the Park Place Village at North Orange.

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The cost of the drainage improvements is \$ 18,520.00 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 both site plans. This Ditch maintenance area shall be shared between the owners of the Orange Township fire Department Site (3.43 Acres of 6.16 Acres) and park Place Village at North Orange Site (2.73 acres of 6.16 acres). Each owner shall receive a prorated share of the benefit (cost) of the project. The basis for calculating the assessment of each site is therefore, \$10,312.27 for Orange Township Fire Department Site (3.43 acres) and \$8,207.73 for Park Place Village Condominium Site (2.73 acres). Ann annual maintenance fee equal to 2% for this basis (206.25) will be collected for the Orange Township Fire Department site and (#164.16) will be collected for Park Place village condominium Site. We understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for both of the sites in the amount of \$4370.41 has been paid to Delaware County

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

**RESOLUTION NO. 03-985**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR ORANGEPOINT COMMERCE CENTER, PHASE 3A AND BIG BEAR FARMS, SECTION 10-ATTUCKS DRIVE:**

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

**Orangepoint Commerce Center Phase 3A**

**THIS AGREEMENT** executed on this 4th day of August, 2003 between **DUKE CONSTRUCTION** as evidenced by the **ORANGEPOINT COMMERCE CENTER PHASE 3A** 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 7/23/03 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 **SUB - DIVIDER** 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 **FOUR THOUSAND EIGHT HUNDRED FORTY 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**.

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**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.

**Big Bear Farms Section 10 – Attucks Drive**

**THIS AGREEMENT** executed on this 4th day of August, 2003 between **CAPITOL SQUARE LTD.** as evidenced by the **BIG BEAR FARMS SECTION 10 – ATTUCKS DRIVE** 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 7/23/03 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 **SUB-DIVIDER** 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 **EIGHTEEN 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,

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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. Jordan        Aye        Mr. Ward        Aye

**RESOLUTION NO. 03-986**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR SCIOTO RESERVE SECTION 1, PHASES 5 & 6:**

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

**Scioto Reserve Section 1, Phase 5**

The roadways to be accepted are as follows:

- An addition of 0.16 mile to **Township Road Number 1297, Maple Run Lane**
- **Overcreek Place** to be known as **Township Road Number 1357**

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Bond being held as maintenance surety to the developer, Rockford Homes.

**Scioto Reserve Section 1, Phase 6**

The roadways to be accepted are as follows:

- An addition of 0.11 mile to **Township Road Number 1223, Tree Lake Boulevard**
- **Clear Falls Way**, to be known as **Township Road Number 1358**

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Bond being held as maintenance surety to the developer, Rockford Homes.

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

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**RESOLUTION NO. 03-987**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SCIOTO RESERVE SECTION 1, PHASES 5 & 6:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to establish stop conditions for the following:

**Scioto Reserve, Section 1, Phase 5**

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1357, Overcreek Place, at its intersection with Township Road Number 1297, Maple Run Lane

**Scioto Reserve, Section 1, Phase 6**

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1358, Clear Falls Way, at its intersection with Township Road Number 1223, Tree Lake Boulevard

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

**RESOLUTION NO. 03-988**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR WILSHIRE SECTION 6, PHASE A AND NORTH ORANGE SECTION 1, PHASE 2, PART A:**

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

**Wilshire Section 6, Phase A**

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2004 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$64,479** for the duration of the one year maintenance period. A Bond in that amount is currently in place.

**North Orange Section 1, Phase 2, Part A**

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2004 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$55,200** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached.

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

**RESOLUTION NO. 03-989**

**IN THE MATTER OF AUTHORIZING THAT ACTION BE TAKEN AGAINST THE BOND OF NEW GREEN HIGHLANDS FOR DORNOCH ESTATES SECTION 4:**

It was moved by Mrs. Martin, seconded by Mr. Jordan the following:

**Dornoch Estates Section 4**

In October, 2001, your Board entered into an Agreement with New Green Highlands Development for the above referenced project. In May, 2003, we sent the developer a punch list itemizing the outstanding items needed to complete this project. Since that time, we have been in contact with the developer on a regular basis, encouraging them to complete this project, as we have had to do on every project done by New Green Highlands. To date, they have ignored our requests. As their maintenance surety is due to expire on August 5, 2003, we request approval to take action against this surety should they fail to complete the required items.

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



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Section 2) That August 26th, at 1:30pm be and the same is hereby fixed as the time and place for viewing of the Creek Road Bridge, the Stockwell Road Bridge and the Hoskins Road Bridge , Delaware County, Ohio. The final hearing on this matter will be held at the office of the Board of County Commissioners on September 2, 2003, hearing times as follows:

Creek Road Bridge	7:45	PM
Stockwell Road Bridge	8:00	PM
Hoskins Road Bridge.	8:15	PM

Section 3) That the Clerk of the Board of County Commissioners of Delaware County, Ohio, be and hereby is directed to cause legal publication thereof to be made in accordance with the law.

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

**Columbus Zoo Animal Visit**

**RESOLUTION NO. 03-993**

**7:30 - PUBLIC HEARING TO CONSIDER THE REQUEST BY THE COLUMBUS ZOOLOGICAL PARK ASSOCIATION, INC. FOR THE ISSUANCE OF TAX-EXEMPT ECONOMIC DEVELOPMENT REVENUE BONDS BY DELAWARE COUNTY TO FACILITATE THE ZOO'S FUTURE DEVELOPMENT PLANS:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to open the hearing at 7:40PM.

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

**RESOLUTION NO. 03-994**

**CLOSING THE PUBLIC HEARING TO CONSIDER THE REQUEST BY THE COLUMBUS ZOOLOGICAL PARK ASSOCIATION, INC. FOR THE ISSUANCE OF TAX-EXEMPT ECONOMIC DEVELOPMENT REVENUE BONDS BY DELAWARE COUNTY TO FACILITATE THE ZOO'S FUTURE DEVELOPMENT PLANS:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to close the hearing at 8:53PM.

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

**RESOLUTION NO. 03-995**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY'S HOUSING IMPROVEMENT PROGRAM (DCHIP) PRIVATE HOUSING REHABILITATION:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Wednesday, August 13, at 9:00 am**. The bid is for a one family unit located at 82 Hill Street., Ostrander, Ohio. This bid opening will be held at the Commissioners Hearing Room located at 101 N. Sandusky St., Delaware, Ohio.

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

**RESOLUTION NO. 03-996**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR DCHIP PRIVATE HOUSING REHABILITATION:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to accept, award and approve the following:

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware Comprehensive Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County is requesting up to \$350,000 in County RLF funds to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and



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Relocation, for the DCHIP Program.

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 232 Rainbow Ave., Sunbury, Ohio in the amount of \$25,945.27 consistent with the requirements of the Delaware County DCHIP.

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 Steve Garnack, Housing Rehab Specialist, and the homeowner has determined that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide housing rehabilitation construction services for the DCHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 232 Rainbow Ave., Sunbury, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation construction services with Tyeveco Inc. for the DCHIP in the amount of Twenty -Five Thousand and Nine Hundred Forty-Five Dollars and Twenty-Seven Cents (\$25,945.27).

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 6<sup>th</sup> day of August 2003, by and between Elisabeth Krugh (Owners) and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at 232 Rainbow Ave, Sunbury, Ohio.

**OWNER AGREES:**

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$25,945.27 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the DCHIP Program to compensate the Contractor in the amount of \$25,945.27 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the DCHIP Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

**CONTRACTOR AGREES:**

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Work Specifications for a total price of \$25,945.27.

**OWNER AND CONTRACTOR AGREE:**

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and DCHIP CDBG Inspector.
7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
8. **METHOD OF PAYMENT.** We agree to the following payment schedule:
  - Schedule A: Payment in full, within 30 days, upon satisfactory completion of the entire rehabilitation work contained in the contract.
  - Schedule B: Progress Payment based on the compensation stated in this Agreement, and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion:

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Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
1	45%	= \$11,675.37
2	45%	= \$11,675.37
10% Retainage	100% & 30 Days	10% = \$2,594.53

Any payments are subject to satisfactory intermediate and final inspections by the DCHIP CDBG Inspector. Moreover, a Certificate of Completion must be signed by the CDBG Inspector prior to Final Payment. If the CDBG Inspector and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Work Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely upon the judgment of the CDBG Inspector, shall be made.

- 9. Disputes. We agree that the DCHIP CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
- 10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
- 11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Work Specifications.
- 12. Termination for Cause. The Owner and DCHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
- 13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Work Specifications and covered under this Agreement is not later than December 31, 2003.
- 14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

The said parties for themselves their heirs, successors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

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

**RESOLUTION NO. 03-997**

**IN THE MATTER OF RATIFYING THE PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT:**

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

WHEREAS, on March 14, 1966, pursuant to a resolution of the Board of County Commissioners ("Board") of the County of Delaware, Ohio (the "County"), the Board designated the Community Improvement Corporation of Delaware, Ohio (the "CIC") as the agency of the County for the industrial, commercial, distribution and research development of the County pursuant to Section 1724.10 of the Ohio Revised Code and authorized the CIC to prepare a plan for the industrial, commercial, distribution and research development of the County (the "Plan") subject to the confirmation of the Plan by the County; and

WHEREAS, the CIC submitted the Plan to the Board for confirmation and approval on February 27, 1967,

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but there is no record that the Plan was confirmed and approved by the County; and

WHEREAS, the County has from time to time issued its economic development revenue bonds under Chapter 165 of the Ohio Revised Code (the "Act") and before the County can issue additional economic development revenue bonds under the Act, the CIC must certify that a project to be financed by such bonds is in accordance with the Plan; and

WHEREAS, for that purpose, it is desirable for the Board to ratify the Plan.

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

Section 1. **Confirmation and Approval of Plan.** The Board hereby ratifies the Plan, which is included below, and confirms that it was approved by the Board effective as of the date of its submission to the Board.

Section 2. **Repeal of Conflicting Ordinances and Resolutions; Severability.** All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 3. **Compliance with Open Meeting Requirements.** It is found and determined that all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Board that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, Ohio Revised Code

Section 4. **Effective Date.** This resolution shall take effect and be in force immediately upon its adoption.

February 27, 1967

The Commissioners of Delaware County  
Delaware County Court House  
Delaware, Ohio

Gentlemen:

In recognition of the designation by the County of Delaware to act as its agent as a Community Improvement Corporation for the advancement, encouragement and promotion of the industrial, economic, commercial and civic development of Delaware County, Ohio; the Community Improvement Corporation of Delaware, Ohio, hereby submits for your approval the following plan for industrial, commercial, distribution and research development in the County of Delaware.

The Community Improvement Corporation shall act to seize any opportunity to enhance, promote, develop and secure, industrial, economic, commercial and civic development for the County of Delaware. To carry out this enterprise, the Community Improvement Corporation will act as a working organization to establish any vehicles necessary for the accomplishment of its goals; to raise funds, acquire land or buildings, provide necessary utilities, or assist in making available these or any other requirements needed to promote the industrial, economic, commercial and civic development of the County. The Community Improvement Corporation may insure mortgage payments when necessary or deemed feasible on any industrial, economic, or commercial or civic property for which funds are needed and have been loaned by any person, corporation, bank, or financial or lending institution, according to such terms and conditions as the Community Improvement Corporation may prescribe. The Community Improvement Corporation may, when necessary and deemed feasible, incur debt, mortgage any property it acquires or issue obligations for the purpose of acquiring, construction, improving, or equipping buildings, structures, and other properties, and acquiring sites therefore, for lease or sale by the Community Improvement Corporation in order to carry out its participation in such plan. The Community Improvement Corporation shall further engage to do all things necessary to bring to the County of Delaware the further industrial, commercial, distribution and research development of the County.

The above plan is hereby respectfully submitted for your confirmation and approval.

very truly yours,  
The Community Improvement Corporation  
By: (sig) Alfred B. Wise  
President

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

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**RESOLUTION 03-998**

**IN THE MATTER OF APPROVING A BID OPENING DATE FOR ACCEPTANCE OF PROPOSALS ON PROVIDING MEDICAL MATERIALS AND SUPPLIES FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES.**

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

WHEREAS, Delaware County Emergency Medical Services (EMS) requires medical supplies and materials on a continuing basis throughout the year, and

WHEREAS, these materials and supplies are necessary for the continued operation of the County EMS as well as other interested political subdivisions, and

WHEREAS, the combined equipment cost along with the quality, service and overall value are of equal importance;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a bid opening time and date of **10:30 a.m., 25 August 2003**, for proposals to supply emergency medical supplies and materials for the Delaware County EMS and other political subdivisions for a period of one year.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

**RESOLUTION NO. 03-999**

**IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR OFFICE RENOVATIONS OF 149 NORTH SANDUSKY STREET:**

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

OFFICE RENOVATIONS  
149 NORTH SANDUSKY STREET  
DELAWARE COUNTY, OHIO

Sealed Bids with Alternates Accepted until **10:00 AM August 22, 2003**

Unit Prices will be received for:

Description	Base Bid Estimate	Estimate of Alternates
Bid Package 1 General Trades	\$162,342	\$16,000
Bid Package 2 HVAC	\$101,281	\$0
Bid Package 3 Plumbing	\$11,901	\$0
Bid Package 4 Interior Electrical	\$27,753	\$0

A **pre-bid meeting** will be held on **August 12, 2003** at 10:00 AM at  
Delaware County Commissioners  
101 North Sandusky Street  
Delaware, OH 43015

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

**RESOLUTION NO. 03-1000**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN GLEN OAK SECTION 1A AND 1B:**

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

**Eatates of Glen Oak Section 1A & 1B**

1.830 feet of 8 inch sewer  
2195 feet of 10 inch sewer

17 manholes

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

**RESOLUTION NO. 03-1001**

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR TAX YEAR 2004:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to certify to the County Auditor the delinquent accounts for placement on the tax duplicate. (Itemized listing available for review at the Commissioners Office until no longer of Administrative value).

Total dollar amount of the delinquent accounts to be assessed to 2004 taxes-\$129,703.80

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
Deborah B. Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners