

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 18, 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

RESOLUTION NO. 03-1036

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

RESOLUTION NO. 03-1037

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn out of Executive Session at 9:05AM.

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

PUBLIC COMMENT

RESOLUTION NO. 03-1038

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 14, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held August 14, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-1039

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0815:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0815 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Increases			
Zande ENV	Lab Analysis	65211905-5340	\$ 2,000.00
Atel	Analysis for ACWRF	65211919-5340	\$ 3,000.00
Vouchers			
Juvenile Court	House Bill 57	22411604-5350	\$ 12,964.36
BP Products North America	Gasoline For Service Center	10011106-522822801	\$ 10,426.90

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

RESOLUTION NO. 03-1040

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL (PINS) FOR A 7.134-ACRE TRACT IN RADNOR TOWNSHIP OWNED BY TRUSTEES OF DELAWARE CHURCH OF CHRIST:

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

The Board of Commissioners of Delaware County, Ohio, will hold a public hearing on the zoning district change application Of The Trustees Of Delaware Church Of Christ. The application requests a zoning District Change from Farm Residence District (FR-1) to Planned Institutional (PINS) for a 7.134 acre tract located on the

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west side of State Route 203, at the northwest corner of State Route 203 and St. Rt. 37 West, in Radnor Township. The Trustees are seeking to replace the present sign, construct a storage building and expand the main facility to include an auditorium that would seat 350 people.

The hearing will be held **Tuesday, September 2, 2003, at 8:30 PM**, in the Hearing Room of the County Commissioners, 101 North Sandusky Street, Delaware, Ohio. A copy of the application is available for review at the Office of the Zoning Inspector – 50 Channing Street, Delaware, Ohio. Interested persons may appear and voice opinion in respect to this proposed zoning amendment.

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

RESOLUTION NO. 03-1041

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Larry Hager, Rhonda Leasure and John Reeves attend a Job and Family Service Symposium in Columbus, Ohio September 24 to 25, 2003, at the cost of \$250.00.

The Department of Job and Family Services is requesting that Chad Richardson and Sharon Llyod attend a Labor Market Information Training Series in Columbus, Ohio August 20, 2003, at no cost.

The Department of Job and Family Services is requesting that Jacqueline Culbertson and Angela Thomas attend a Fiscal Forum in Fairfield County, August 15, 2003, at the cost of \$30.00.

The Department of Job and Family Services is requesting that Chad Richardson attend a Metro Youth Meeting in Columbus, Ohio August 13, 2003, at the cost of \$10.00.

The Administrative Services Department is requesting that Steve Savon attend a County Loss Control Coordinators Meeting in Richland County September 12, 2003, at no cost.

The Administrative Services Department is requesting that Steve Savon attend an Electrical Hazard Recognition Class in Pickerington, Ohio December 2 to 5, 2003, at the cost of \$40.00.

The Emergency Services Department is requesting that Larry Fisher, Dave Hall, Bobby Lavender and Todd Barstow attend an Ohio Homeland Security Symposium in Columbus, Ohio September 8 to 9, 2003, at the cost of \$140.00.

The Engineer's Office is requesting that John Link attend a SERB Ohio Public Sector Labor Law Seminar in Powell, Ohio September 12, 2003, at the cost of \$135.00.

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

Presentation Council For Older Adults

RESOLUTION NO. 03-1042

RESOLUTION TO PLACE A SEVEN TENTHS OF ONE MILL TAX LEVY REPLACEMENT ON THE NOVEMBER 4, 2003 ELECTION BALLOT, FOR VOTE BY THE GENERAL ELECTORATE, FOR THE BENEFIT OF DELAWARE COUNTY; SENIOR CITIZENS SERVICES AND FACILITIES, PURSUANT TO OHIO REVISED CODE SECTIONS 3501.11 (G), 5705.19 (Y), 5705.25:

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

WHEREAS, the residents of Delaware County did, in 1999, approve a seven tenths of one mill tax levy to provide, through the Council for Older Adults of Delaware County, support services for senior citizens that help individuals maintain their independence, living in their own homes, and,

WHEREAS, grants and service agreements have been provided through the Council for Older Adults of Delaware County to fund the provision of services, including, but not limited to, information and assistance, home delivered and congregate meals, transportation, in-home personal care, home maintenance, caregiver support, durable medical equipment, emergency response systems, adult day care, senior group support, home repair and chore services, and,

WHEREAS, the Council for Older Adults of Delaware County has established Senior Choices as a one-stop access to information, assistance, and in-home care to help maintain the independence of the county's elderly, responding annually to over thirty five hundred requests for information, assistance, in-home services and other service, and,

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WHEREAS, senior service tax levies by state law are not permanent and must periodically be taken back to the electorate for voter approval, if they are to be continued, and,

WHEREAS, this replacement levy will enable the continuation of existing services for current clients and provide for the projected large increase in the number of senior citizens residing in Delaware County, and,

WHEREAS, the Council for Older Adults has demonstrated the capacity to effectively plan, develop, coordinate, manage and provide services needed by local older adults and their caregivers, and,

WHEREAS, the Commissioners of Delaware County have the authority to place a tax levy replacement on the ballot,

NOW THEREFORE BE IT RESOLVED, that the Commissioners of Delaware County, Ohio, shall cause the placement of a replacement tax levy to equal seven tenths of one mill on the November 4, 2003 election ballot for vote by the general electorate of Delaware County, Ohio; Senior Citizens Services and Facilities levy not to exceed five years.

NOW THEREFORE BE IT RESOLVED, by two-thirds vote of all the members elected thereto concurring that it is necessary to levy a tax in excess of the ten-mill limitation for the benefit of Delaware County for the purpose of providing senior citizens support services and facilities for senior citizens at a rate not exceeding seven-tenths (0.7) Mills for each one dollar (\$1.00) valuation, which amounts to seven (7.0) cents for each one hundred dollars (\$100.00) of valuation for five (5) years commencing in the 2003 tax year.

Further Be it Resolved, that said levy be placed upon the tax list of the current year if the majority of electors voting thereon vote in favor in the General Election to be held on November 4, 2003, thereof;

Further be it Resolved that the Clerk of this Board of County Commissioners be and hereby is directed to certify a copy of this Resolution to the Board of Elections, Delaware County, Ohio not less than seventy-five (75) days before the election upon which it will be voted and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

**PROPOSED TAX LEVY
DELAWARE COUNTY
SENIOR CITIZENS SERVICES AND FACILITIES**

A replacement of a .7 mill of an existing levy to constitute a tax for the benefit of Delaware County for the purpose of PROVIDING SERVICES FOR SENIOR CITIZENS THROUGH THE COUNCIL FOR OLDER ADULTS, INCLUDING BUT NOT LIMITED TO, HOME DELIVERED MEALS, TRANSPORTATION, IN-HOME CARE, CAREGIVER SUPPORT AND ADULT DAY CARE at a rate not exceeding 0.7 mills for each one dollar of valuation, which amounts to seven (7.0) cents for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing in tax year 2003, first due in calendar year 2004.

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

RESOLUTION NO. 03-1043

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR GRAND OAK, SECTION 2, PHASE B AND VILLAGES AT ALUM CREEK SECTION 7:

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

Grand Oak, Section 2, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 18th day of August 2003, between **CENTEX HOMES, COLUMBUS DIVISION** as evidenced by the **GRAND OAK, SECTION 2, PHASE B** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 8/1/02, 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 all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all

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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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY THOUSAND THREE 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 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 and 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, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 privilege to make the improvements stipulated herein.

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Villages At Alum Creek Section 7

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 18th day of August, 2003 between **MI SCHOTTENSTEIN HOMES**, as evidenced by the **VILLAGES AT ALUM CREEK SECTION 7** 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 8/1/03 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 **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 **SEVENTY-SIX THOUSAND FOUR 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** 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

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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. 03-1044

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR OAKS AT HIGHLAND LAKES PHASE 3 AND SUMMERWOOD SECTION 2:

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

Oaks at Highland Lakes Phase 3

The roadways to be accepted are as follows:

- An addition of 0.25 mile to **Township Road Number 1316, Cali Glen Lane**
- **Clearview Avenue**, to be known as **Township Road Number 1361**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Summerwood Section 2

The roadways to be accepted are as follows:

- **Summerview Place**, to be known as **Township Road Number 1362**
- **Summerview Court**, to be known as **Township Road Number 1363**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 03-1045

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR OAKS AT HIGHLAND LAKES PHASE 3 AND SUMMERWOOD SECTION 2:

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

Stop Conditions – Oaks at Highland Lakes Phase 3

- On Township Road Number 1316, Cali Glen Lane, at its intersection with Township Road Number 1361, Clearview Avenue
- On Township Road Number 1361, Clearview Avenue, at its intersection with Township Road Number 1316, Cali Glen Lane

Stop Conditions – Summerwood Section 2

- On Township Road Number 1362, Summerview Place, at its intersection with Township Road Number 1241, Summerwood Crossing
- On Township Road Number 1363, Summerview Court, at its intersection with Township Road Number 1362, Summerview Place

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

RESOLUTION NO. 03-1046

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR NORTH ORANGE SECTION 2, PHASE 2, PART B:

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

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North Orange Section 2, Phase 2, Part B

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

In accordance with the Subdivider's Agreement, the Engineer recommends that the maintenance bond be set at \$17,400 for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

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

RESOLUTION NO. 03 -1047

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

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

Permit #	Applicant	Location	Type of Work
U03120	Columbia Gas	Harbor Pointe 3B	Install gas main
U03121	Suburban Gas	Willow Bend Court/Lynbrook Lane	Install gas main
U03122	Suburban Gas	Northpointe Meadows	Install gas main
U03123	Suburban Gas	Sheffield Park	Install gas main
U03124	Verizon	3B'a & K Road	Install pedestal
U03125	Del-Co Water	Griffith Lane	Bore & bury waterline

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

RESOLUTION NO. 03 -1048

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WILBUR SMITH ASSOCIATES FOR THE PROJECT KNOW AS THE SELDOM SEEN ROAD IMPROVEMENTS PROJECT:

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

CONTRACT

AGREEMENT, made and entered into this 18th day of August, 2003 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **WILBUR SMITH ASSOCIATES**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount of **\$57,016.00**, (\$51,455.00 basic engineering services, plus \$5,571.00 in "if authorized" items), based on a Proposal for Engineering Services dated May 21, 2003, and Cost Proposal of the same date, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Seldom Seen Road Improvements Project**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before December 19, 2003.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

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

RESOLUTION NO. 03-1049

IN THE MATTER OF AMENDING THE DELAWARE COUNTY'S HOUSING IMPROVEMENT PROGRAM (DCHIP) BID OPENING DATE:

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

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WHEREAS, the Delaware County Board of Commissioners approved an Invitation to Bid with a bid opening date of August 13, 2003, for Private Rehabilitation, located at 82 Hill Street, Ostrander, Ohio, and

WHEREAS, prospective bidders have requested extension of time to get adequate cost regarding a bid requirement on foundation work;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County amend the original Invitation to Bid for prospective bidders and extend the bid opening date to **Wednesday, 27 August 2003, at 9:30 a.m. (EST)**.

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

RESOLUTION NO. 03-1050

IN THE MATTER OF AMENDING THE 149 N. SANDUSKY STREET OFFICE RENOVATIONS BID OPENING DATE:

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

WHEREAS, the Delaware County Board of Commissioners approved an Invitation to Bid with a bid opening date of August 22, 2003, for The 149 N. Sandusky Street Office Renovations, and

WHEREAS, The notice to bidders was not published in the local paper to meet the timeline for notice of competitive bidding due to a computer failure at the local paper;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County amend the original Invitation to Bid for prospective bidders and extend the bid opening date to **Wednesday, 27 August 2003, at 10:00 a.m.**

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

RESOLUTION NO. 03-1051

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Marsha Coleman has accepted the Children Services Administrator position; effective date August 29, 2003.

Scott Sullivan, with the 911 Department has been placed on paid administrative leave; effective August 18, 2003.

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

RESOLUTION NO. 03-1052

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE RECORDS CENTER:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT
10011102-5901 General Fund-Contingency	10011103-5260 Records Center/Equipment >\$500,<\$4999	\$ 1,950.00

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

RESOLUTION NO. 03-1053

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SHEFFIELD PARK SECTION 1:

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:

Sheffield Park Section 1	3,445 feet of 8 inch sewer 552 feet of 10 inch sewer	48 manholes
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6,916 feet of 8 inch sewer

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

RESOLUTION NO. 03-1054

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR SCIOTO RESERVE SECTION 4 PHASE 11; GLEN OAK SECTION 3 PHASES A AND B; ESTATES OF GLEN OAK SECTION 3 PHASES A AND B AND PERRY TAGGART SANITARY SEWER IMPROVEMENTS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve sanitary sewer plans for Scioto Reserve Section 4 Phase 11; Glen Oak Section 3 Phases A and B; Estates Of Glen Oak Section 3 Phases A and B and Perry Taggart Sanitary Sewer Improvements for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 03-1055

IN THE MATTER OF AMENDING THE BOUNDARIES OF THE REGIONAL 1A SERVICE AREA TO INCLUDE THE GENOA BAPTIST CHURCH AND SCHOOL PROPERTY LOCATED AT THE CORNER OF STATE ROUTE 3 AND LEWIS CENTER ROAD:

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

Whereas, the Genoa Baptist Church and School property presently borders on, but is outside the Regional 1A service area; and

Whereas, the Genoa Baptist Church and School has an existing on-lot wastewater treatment system that is failing; and

Whereas, the Genoa Baptist Church and School has been ordered by the Ohio Environmental Protection Agency to either replace the exiting on-lot wastewater treatment system or connect to the Delaware County Sanitary Sewer System:

Therefore Be It Resolved By The Board Of County Commissioners, Delaware County, Ohio, to revise the Regional 1A service area to include the Genoa Baptist Church and School property and allow them to connect to the Delaware County Sanitary Sewer System.

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

RESOLUTION NO. 03-1056

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR CODE COMPLIANCE:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT
10011107-5001 Zoning-Compensation	10011107-5301 Zoning/Professional Services	\$500.00
10011107-5001 Zoning/Compensation	10011107-5312 Zoning/Advertising & Legal Notices	\$1,000.00

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

RESOLUTION NO. 03-1057

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR INTENSIVE SUPERVISION:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT
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10022202-5246	10022202-5101	
Intensive Supervision-Lab Materials	Intensive Supervision-Hospital Insurance	\$3,000.00
SUPPLEMENTAL APPROPRIATION		

10022202-5101	Intensive Supervision-Hospital Insurance	\$9,702.00
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Vote on Motion Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-1058

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

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT
10011102-5901	10015102-5801	
General Fund-Contingency	Data Support/Transfers	\$ 4,452.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
10015102-5801	20315101-4601	\$ 4,452.00
Data Support/Transfers	Data Support-Revenue	

SUPPLEMENTAL APPROPRIATION

20315101-5260		
Data Support/Equipment >\$500, <\$4,999		\$ 4,452.00

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

RESOLUTION NO. 03-1059

IN THE MATTER OF ACCEPTING WARRANTIES, AS-BUILT DRAWINGS, O&M MANUALS, CONTRACTOR AFFIDAVIT, PREVAILING WAGE AFFIDAVIT, PUNCHLIST CERTIFICATION AND PAYING RETAINAGE FOR BID PACKAGE 3 (ARCHITECTURAL FLOORS) FOR RENOVATIONS TO THE BUILDING AT 109 NORTH SANDUSKY:

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

COMPANY	AMOUNT RETAINAGE
Architectural Floors	\$ 6,868.00

Further Be It Resolved, that the Commissioners approve payment of the following voucher:

Architectural Floors in the amount of \$6,868.00
(40111402-5410)

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

RESOLUTION NO. 03-1060

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR TARTAN FIELDS:

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

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT
40640405-5801	50111117-4601	
Tartan Fields/Transfers	Bond Retirement/Revenue	\$55,446.57

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

There being no further business the meeting adjourned.

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Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners