

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 25, 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

8:30 AM Executive Session

10:00 AM Bid Opening Date And Time For Project Known As South Old State Intersection Improvements (50 Channing Street)

10:30 AM Bid Opening Date And Time For Acceptance Of Proposals On Providing Medical Materials And Supplies For Emergency Medical Services

3:30 PM Home Road Bridge Viewing

RESOLUTION NO. 03-1070

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. 03-1071

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 8:50AM.

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

PUBLIC COMMENT

RESOLUTION NO. 03-1072

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 62.928 ACRES OF LAND IN BERLIN AND BROWN TOWNSHIPS TO THE CITY OF DELAWARE:

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

Whereas on July 22, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David J. Gordon, agent for the petitioners, of 62.928 Acres, more or less, in Berlin and Brown Townships to the City of Delaware.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township(s) does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware, the Township of Berlin or the Township of Brown.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 62.928 Acres, more or less, in Berlin and Brown Townships to the City of Delaware.

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

RESOLUTION NO. 03-1073

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 21, 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 August 21, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-1074

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0822:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0822 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Blues Auto Service Center	Liability Insurance Claim	60111901-5370	\$ 14,784.64

Increases

Boy's Village	Residential Treatment	22511607-5342	\$ 5,000.00
Boy's Village, Inc.	Residential Treatment	22511608-5342	\$ 5,000.00
Liberty Community Center	Child Care	22411606-5348	\$ 25,000.00
Emergency Medical Products, Inc.	Supplies	10011303-524324303	\$ 4,000.00

Vouchers

AEP	Service/July & Aug	10011105-533833802	\$ 11,698.44
MORPC	DCHIP Improvements	23111711-5365	\$ 5,523.28
Helpline	Purchase Kinship Service	22411601-5348	\$ 12,377.80
Presbyterian Child Welfare	Cluster/Residential Treatment	22511608-534234215	\$ 5,400.00

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

RESOLUTION NO. 03-1075

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the Treasurer's Report.

(Copy available for review at the Commissioner's office until no longer of administrative value.)

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

RESOLUTION NO. 03-1076

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Prosecutor's Office is requesting that Alison Skinner attend a Crimes Against Children Conference in Columbus, Ohio September 3 to 5, 2003, at the cost of \$99.20.

The Prosecutor's Office is requesting that Marianne Hemmeter attend a Legal Training Seminar in Cleveland, Ohio September 25, 2003, at the cost of \$206.20.

The Prosecutor's Office is requesting that David A. Yost attend a Legal Training Seminar in Cleveland, Ohio September 25, 2003, at the cost of \$207.40.

Juvenile Court is requesting that Judge Kenneth J. Spicer attend an Annual Ohio Judicial Conference Meeting in Dublin, Ohio September 11 to 12, 2003, at the cost of \$240.00.

Juvenile Court is requesting that Jan Crohen attend a Probate Clerk's Training Seminar in Columbus, Ohio September 29, 2003, at the cost of \$70.00.

The Economic Development Department is requesting that Dottie Brown attend a Grammar and Proofreading Workshop in Columbus, Ohio October 21, 2003, at the cost of \$109.00.

The Economic Development Department is requesting that Dottie Brown attend a Maptitude Training (Software Training) in Columbus, Ohio September 16, 2003, at no cost.

The Emergency Services Department is requesting that 17 EMS Personnel attend a Basic Trauma Life Support Course at Grady Memorial Hospital September 8 to 9, 2003, at the cost of \$1,758.00.

The Emergency Services Department is requesting that Brent Staley attend a 2003 EMS Conference in

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Columbus, Ohio September 13, 2003, at the cost of \$50.00.

The Emergency Services Department is requesting that Bill Barks attend a 12 LEAD ECG Instructor Course in Columbus, Ohio September 12, 2003, at the cost of \$185.00.

The Emergency Services Department is requesting that Bill Barks attend a NAEMSE Educational Symposium in Nashville, Tennessee September 8 to 12, 2003, at the cost of \$1,432.73 (Airfare) or \$1,475.51 (Car Travel).

The Emergency Services Department is requesting that Larry Fisher and Bobby Lavender attend an International Association of Emergency Management conference in Orlando, Florida November 16 to 20, 2003, at the cost of \$3132.00.

The Emergency Services Department is requesting that Larry Fisher attend a 2003 Mock Disaster Training in Moundsville, West Virginia September 5 to 6, 2003, at the cost of \$135.00.

The Engineer's Office is requesting that Keith Smigle and Greg Gordon attend a Soil Engineering for Non Soils Engineers Course in Madison, Wisconsin October 22 to 25, 2003, at the cost of \$3,100.00.

The Engineer's Office is requesting that Dan Jennings and Mike Seiter attend a Geosynthetics for Beginners Training in Las Vegas, Nevada November 18 to 21, 2003, at the cost of \$2,815.00.

The Administrative Services Department is requesting that Dawn Huston and Gina Fasone attend a SERB Public Labor Conference in Powell, Ohio September 12, 2003, at the cost of \$140.00.

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

RESOLUTION NO. 03-1077

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY PATRICIA E. RUDOLPH FOR THE LAKE FOREST WAY RESIDENTS ASSOCIATION:

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

WHEREAS, on this 25th day of August, 2003, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by members of The Lake Forest Way Residents Association, to:

1. Place the previously constructed drainage improvements in The Highland Lakes East Section 4 Parts 2, 3, 4, 5 Subdivision on the Delaware County Drainage Maintenance Program.
2. To replace, repair or alter the existing improvements as required.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **3rd day of November, 2003, at 1:30 PM** at 6490 Ganton Place Westerville, Ohio 43082, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **5th day of January, 2004, at 7:30 PM** at the Office of the Board of County Commissioners, Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 03-1078

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION FOR GRAND OAK SECTION 2:

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

Ditch Maintenance Petition- Grand Oak Section 2

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We the undersigned owners of 66.8 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Grand Oak 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 **Grand Oak Section 2** Subdivision.

The cost of the drainage improvements is \$152,456.00 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. Sixty-two (62) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,458.97 per lot. An annual maintenance fee equal to 2% of this basis \$49.18 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 \$3,049.16 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. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-1079

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR HIGHLAND LAKES EAST SECTION 15:

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

Highland Lakes East Section 15

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 25th day of August 2003, between **PLANNED COMMUNITIES, INC.** as evidenced by the **HIGHLAND LAKES EAST SECTION 15** 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 8/13/03, 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 all 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 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

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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 **FOUR 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.

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

RESOLUTION NO. 03-1080

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WOODLAND HALL SECTION 1:

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

Woodland Hall Section 1

The roadways to be accepted are as follows:

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- **Woodland Hall Drive**, to be known as **Township Road Number 1364**
- **Riverstone Drive**, to be known as **Township Road Number 1365**
- **Red Emerald Drive**, to be known as **Township Road Number 1366**

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. 03-1081

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WOODLAND HALL SECTION 1:

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

Stop Conditions – Woodland Hall Section 1

- On Township Road Number 1364, Woodland Hall Drive, at its intersection with State Route 315
- On Township Road Number 1365, Riverstone Drive, at its intersection with Township Road Number 1364, Woodland Hall Drive
- On Township Road Number 1365, Red Emerald Drive, at its intersection with Township Road Number 1364, Woodland Hall Drive

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

RESOLUTION NO. 03 -1082

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

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

Permit #	Applicant	Location	Type of Work
U03127	Columbia Gas	Genoa Farms 3B	Install gas line
U03128	Verizon	Big Walnut Road	Place aerial telephone cable
U03129	Del-Co Water	Blue Church Road	Install bore

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

RESOLUTION NO. 03-1083

IN THE MATTER OF DECLARE A NECESSITY TO ACQUIRE A RIGHT OF WAY FOR THE RECONSTRUCTION OF THE INTERSECTION OF SOUTH OLD STATE ROAD AND POWELL ROAD:

It was moved by Mr. Jordan, seconded by Mrs. Martin to declare a necessity to acquire a right of way for the reconstruction of the intersection of South Old State Road and Powell Road, as follows:

WHEREAS, the Delaware County Commissioners have a duty to provide for the development of adequate roads in the county, and

WHEREAS, the Delaware County Commissioners have decided that it is necessary to reconstruct the intersection of South Old State Road and Powell Road to insure adequate roads for the county, and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, by and through consultation with the Delaware County Engineer and deliberations have selected the site for the reconstruction of the intersection of South Old State Road and Powell Road that will best serve the needs and ends of the citizens of the county, and

WHEREAS, the County has been unsuccessful in its efforts to purchase certain parcels within for the required right of way for the reconstruction of the intersection of South Old State Road and Powell Road, despite reasonable and continued efforts at negotiation, and

WHEREAS, the County has determined, through an appraisal conducted by a licensed appraiser, that just compensation for the parcel is \$8,100.00;

NOW THEREFORE BE IT RESOLVED, that the Commissioners of Delaware County, Ohio do hereby request that the Prosecuting Attorney of Delaware County, Ohio proceed with actions of appropriation pursuant to Chapter 163 of the Ohio Revised Code a 0.047 acre parcel upon a tract of land belonging to Garrick A. Thompson and Molly A. Thompson (described below)

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DESCRIPTION OF PARCEL 3SH
SOUTH OLD STATE ROAD

Situated in the State of Ohio, County of Delaware, Township of Orange, Being located in Section 3, Township 3, Range 18, United States Military Lands, and being part of a 1.97 acre tract conveyed to Garrick A. Thompson and Molly A. Thompson by Deed of Record in Deed Book 365, Page 392, Records of the Recorder's Office Delaware County, Ohio and being more particularly described as follows:

Beginning at the intersection of the westerly right of way line of South Old State Road and the south line of said 1.97 acre tract, said point being an angle point of the City of Columbus Corporation Line, said point being located at 30.00 feet left of centerline or right of way of South Old State Road Station 18+26.41;

Thence The Following (4) Courses And Distances Across Said 1.97 Acre Tract;

1. Thence N 87° 40' 31" W, along the south line of said 1.97 acre tract (also the City of Columbus Corporation Line), a distance of 10.34 feet to an iron pin set at 40.00 feet left of centerline of right of way of South Old State Road Station 18+26.41;
2. Thence N 17° 06' 47" E a distance of 206.80 feet to an iron pin set in the north line of said 1.97 acre tract, said iron pin set being located at 40.00 feet left of centerline of right of way of South Old State Road Station 20+33.21;
3. Thence S 87° 40' 31" E, along the north line of said 1.97 acre tract, a distance of 10.34 feet to a point in the westerly right of way line of South Old State Road, said point being located at 30.00 feet left of centerline of right of way of South Old State Road Station 20+35.85;
4. Thence S 17° 06' 47" W, along the westerly right of way line of South Old State Road, a distance of 206.80 feet to the Point of Beginning, containing 0.047 acres, more or less, subject to all right of ways, easements, restrictions of records.

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

RESOLUTION NO. 03-1084

IN THE MATTER OF DECLARE A NECESSITY TO ACQUIRE A RIGHT OF WAY FOR THE RECONSTRUCTION OF THE INTERSECTION OF SOUTH OLD STATE ROAD AND POWELL ROAD:

It was moved by Mrs. Martin, seconded by Mr. Jordan to declare a necessity to acquire a right of way for the reconstruction of the intersection of South Old State Road and Powell Road, as follows:

WHEREAS, the Delaware County Commissioners have a duty to provide for the development of adequate roads in the county, and

WHEREAS, the Delaware County Commissioners have decided that it is necessary to reconstruct the intersection of South Old State Road and Powell Road to insure adequate roads for the county, and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, by and through consultation with the Delaware County Engineer and deliberations have selected the site for the reconstruction of the intersection of South Old State Road and Powell Road that will best serve the needs and ends of the citizens of the county, and

WHEREAS, the County has been unsuccessful in its efforts to purchase certain parcels within for the required right of way for the reconstruction of the intersection of South Old State Road and Powell Road, despite reasonable and continued efforts at negotiation, and

WHEREAS, the County has determined, through an appraisal conducted by a licensed appraiser, that just compensation for the parcel is \$30,750.00;

NOW THEREFORE BE IT RESOLVED, that the Commissioners of Delaware County, Ohio do hereby request that the Prosecuting Attorney of Delaware County, Ohio proceed with actions of appropriation pursuant to Chapter 163 of the Ohio Revised Code a 0.123 acre parcel upon a tract of land belonging to Robert M. Sanders (described below)

DESCRIPTION OF PARCEL 4SH
SOUTH OLD STATE ROAD

Situated in the State of Ohio, County of Delaware, Township of Orange, being located in Section 3, Township 3, Range 18, United States Military Lands, and being part of a 0.924 acre tract, as numbered and delineated as Lot 185 of Shuster Subdivision in Plat Book 7, Page 49, and conveyed to Robert M. Sanders by Deed of Record in Deed Book 632, Page 540, Records of the Recorder's Office Delaware County, Ohio and being more particularly described as follows:

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Beginning at the intersection of the easterly right of way line of South Old State Road and the south line of said 0.924 acre tract (also the northerly right of way line of Candlelite Lane, 50 feet in width), said point being the southwest corner of said 0.924 acre tract, said point being located at 30.00 feet right of centerline or right of way of South Old State Road Station 21+40.46;

Thence The Following (4) Courses And Distances Across Said 0.924 Acre Tract;

1. Thence N 17° 06' 47" E, along the easterly right of way line of South Old State Road and the west line of said 0.924 acre tract, a distance of 178.00 feet to a point in the north line of said 0.924 acre tract, said point being located at 30.00 right of centerline of right of way of South Old State Road Station 23+18.46;
2. Thence S 86° 40' 13" E, along the north line of said 0.924 acre tract, a distance of 30.89 feet to an iron pin set, said iron pin set being located at 60.00 feet right of centerline of right of way of South Old State Road Station 23+25.81;
3. Thence S 17° 06' 47" W, a distance of 178.00 feet to an iron pin set in the northerly right of way line of Candlelite Lane and the south line of said 0.924 acre tract, said iron pin set being located at 60.00 feet right of centerline of right of way of South Old State Road Station 21+47.81;
4. Thence N 86° 40' 13" W, along the northerly right of way line of Candlelite Lane and the south line of said 0.924 acre tract, a distance of 30.89 feet to the Point of Beginning, containing 0.123 acres, more or less, subject to all right of ways, easements, restrictions of records.

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

RESOLUTION NO. 03-1085

IN THE MATTER OF DECLARE A NECESSITY TO ACQUIRE A RIGHT OF WAY FOR THE RECONSTRUCTION OF THE INTERSECTION OF SOUTH OLD STATE ROAD AND POWELL ROAD:

It was moved by Mr. Jordan, seconded by Mrs. Martin to declare a necessity to acquire a right of way for the reconstruction of the intersection of South Old State Road and Powell Road, as follows:

WHEREAS, the Delaware County Commissioners have a duty to provide for the development of adequate roads in the county, and

WHEREAS, the Delaware County Commissioners have decided that it is necessary to reconstruct the intersection of South Old State Road and Powell Road to insure adequate roads for the county, and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, by and through consultation with the Delaware County Engineer and deliberations have selected the site for the reconstruction of the intersection of South Old State Road and Powell Road that will best serve the needs and ends of the citizens of the county, and

WHEREAS, the County has been unsuccessful in its efforts to purchase certain parcels within for the required right of way for the reconstruction of the intersection of South Old State Road and Powell Road, despite reasonable and continued efforts at negotiation, and

WHEREAS, the County has determined, through an appraisal conducted by a licensed appraiser, that just compensation for the parcel is \$32,500.00;

NOW THEREFORE BE IT RESOLVED, that the Commissioners of Delaware County, Ohio do hereby request that the Prosecuting Attorney of Delaware County, Ohio proceed with actions of appropriation pursuant to Chapter 163 of the Ohio Revised Code a 0.116 acre parcel upon a tract of land belonging to George T. Perry and Margaret S. Perry (described below)

**DESCRIPTION OF PARCEL 5SH
SOUTH OLD STATE ROAD**

Situated in the State of Ohio, County of Delaware, Township of Orange, being located in Section 3, Township 3, Range 18, United States Military Lands, and being part of a 1 acre tract conveyed to George T. Perry and Margaret S. Perry by Deed of Record in Deed Book 347, Page 145, Records of the Recorder's Office Delaware County, Ohio and being more particularly described as follows:

Beginning at the intersection of the easterly right of way line of South Old State Road and the south line of said 1 acre tract, said point being located at 30.00 feet right of centerline of right of way of South Old State Road Station 23+18.46;

Thence The Following (4) Courses And Distances Across Said 1 Acre Tract;

1. Thence N 17° 06' 47" E, along the easterly right of way line of South Old State Road a distance of 169.00 feet to a point in the north line of said 1 acre tract, said point being located at 30.00 right of centerline of right of way of South Old State Road Station 24+87.46;

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- 2. Thence S 86° 46' 15" E, along the north line of said 1 acre tract, a distance of 30.90 feet to an iron pin set, said iron pin set being located at 60.00 feet right of centerline of right of way of South Old State Road Station 24+94.88;
- 3. Thence S 17° 06' 47" W, a distance of 169.06 feet to an iron pin set in the south line of said 1 acre tract, said iron point set being located at 60.00 feet right of centerline of right of way of South Old State Road Station 23+25.81;
- 4. Thence N 86° 40' 13" W, along the south line of said 1 acre tract, a distance of 30.89 feet to the Point of Beginning, containing 0.116 acres, more or less, subject to all right of ways, easements, restrictions of records.

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

RESOLUTION NO. 03-1086

IN THE MATTER OF APPROVING THE REQUESTING TO DISPOSE OF A 1980 CASE 850 B DOZER BY TRADING IT IN ON A NEW DOZER:

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

The Delaware County Engineer's Office currently has a 1980 Case 850B Dozer, Serial Number 7079168 that is not equipped to meet current needs. The Engineering Staff has located a dozer from Southeastern Equipment Company that is equipped as needed. Southeastern has agreed to give us \$5,500 for the trade-in of this dozer towards the new dozer. Therefore, The Engineer is requesting approval to dispose of the 1980 Case 850 B Dozer by trading it in on the new dozer.

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

RESOLUTION NO. 03-1087

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Mark Spence has resigned his position as Building Inspector with Code Compliance effective August 22, 2003.

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

RESOLUTION NO. 03-1088

IN THE MATTER OF AWARING CONTRACT FOR INSURANCE BENEFITS CONSULTING SERVICES TO PREFERRED BENEFITS SERVICE, INC.:

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

Whereas, under Ohio Revised Code Section 307.86(F), competitive bidding is not required when a purchase consists of any form of health care plan authorized to be issued under Chapter 1751 of the Revised Code and the contracting authority does all of the following:

- (1) Determines that compliance with the requirements of this section would increase, rather than decrease, cost of such purchase;
- (2) Employs a competent consultant to assist the contracting authority in procuring appropriate coverages at the best and lowest prices;
- (3) Requests issuers of such policies, contracts, or plans to submit proposals to the contracting authority, in a form prescribed by the contracting authority, setting forth the coverage and cost of such policies, contracts, and plans as the contracting authority desires to purchase;
- (4) Negotiates with such issuers for the purpose of purchasing such policies, contracts, or plans at the best and lowest price reasonably possible; and

Whereas, Delaware County has sent out requests for proposals for such consulting services; and

Whereas, Preferred Benefits Services, Inc. has submitted the best proposal for these consulting services;

Therefore, be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, award the contract for insurance benefits consulting services to Preferred Benefits Services, Inc.

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

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RESOLUTION NO. 03-1089

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF ASHLEY COMMUNITY REINVESTMENT AREA (CRA) TAX INCENTIVE REVIEW COUNCIL (TIRC) AND HOUSING COUNCIL ON THE STATUS OF THE CRA PROGRAM FOR PROGRAM YEAR 2002 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Ashley Council, have designated areas of the Village of Ashley as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code Sections 3735.65 through 3735.70, inclusive; and

WHEREAS, the purpose of the Village of Ashley CRA is to provide the community with an effective tool for revitalizing and encouraging investment in residential development and managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said CRA; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) and Housing Council, for the CRA met on March 21, 2003 and reviewed the status of each active CRA Project and Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements and the CRA; and

WHEREAS, the Village of Ashley and Delaware County are required under Ohio Revised Code Section 3735.672 to submit an annual report regarding the status of each CRA Agreement, the results of each project during CRA Program Year 2002, and the recommendations of the TIRC and Housing Council, by March 31, 2003 to the Director of the Ohio Department of Development.

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 review and recommendations made by the TIRC and Housing Council on March 21, 2003 as summarized on the Program Year 2002 CRA Program Summary report for the Village of Ashley - CRA Number 04102582-01, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 3735.672.

Section 2. The Economic Development Director is directed to submit a certified copy of this Resolution to the Ohio Department of Development.

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

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

RESOLUTION NO. 03-1090

IN THE MATTER OF ESTABLISHING TERMS FOR MEMBERS OF THE DELAWARE COUNTY REVOLVING LOAN FUND (RLF) LOAN REVIEW COMMITTEES FOR THE DELAWARE COUNTY RLF PROGRAM:

It was moved by Mrs. Martin, seconded by Mr. Jordan to 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, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation, and

WHEREAS, the Revolving Loan Fund Loan Review Committee has the responsibility of reviewing RLF applications and making recommendations regarding same to the Board of Commissioners; and

WHEREAS, a need exists to establish terms for length of service for each member of the Delaware County RLF Loan Review Committees for RLF Area's 1, 2, 3 & 4, as established in Resolution 02-950.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners does hereby establish a three (3) year term for each member of the RLF Loan Review Committees, and that the current term shall be considered to have commenced on January 1, 2003 and will expire on December 31, 2005, and that the Board of County Commissioners shall appoint or re-appoint members to the RLF Loan Review Committee every three

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years beginning with the term commencing on January 1, 2006.

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

RESOLUTION NO. 03-1091

IN THE MATTER OF APPROVING THE APPOINTMENT OF KENT KRAMER TO THE REVOLVING LOAN FUND (RLF) LOAN REVIEW COMMITTEE FOR THE DELAWARE COUNTY RLF PROGRAM:

It was moved by Mr. Jordan, seconded by Mrs. Martin to 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, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation, and

WHEREAS, the Revolving Loan Fund Loan Review Committee has the responsibility of reviewing RLF applications and making recommendations regarding same to the Board of Commissioners; and

WHEREAS, a need exists to appoint a new member to the Delaware County RLF Loan Review Committee from National City Bank for RLF Area's 2,3 & 4, as established in Resolution 02-950.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners does hereby appoint Kent Kramer representing the National City Bank to the Loan Review Committee for the Delaware County RLF Program.

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

RESOLUTION NO. 03-1092

IN THE MATTER OF SETTING DATE AND TIME FOR 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 approve the following:

Whereas, a public hearing will be held on **Monday, September 8, at 9:30 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio.

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

RESOLUTION NO. 03-1093

IN THE MATTER OF APPROVING THE AMENDMENT TO THE DELAWARE COUNTY'S PROGRAM DESIGN FOR COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP):

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program and HOME Investment Partnership program; and

WHEREAS, the Community Housing Improvement Program (CHIP) is one program under the CDBG and HOME programs for the purpose of addressing local housing needs; and

WHEREAS, the County has adopted a Program Design to govern the proper use of its CHIP funds, and has determined it necessary to adopt certain amendments to the same.

NOW THEREFORE BE IT RESOLVED, that Delaware County Board of Commissioners does hereby approve the following amendments to its Community Housing Improvement Program Design.

Section 1: The homeowner must be current on utility payments (or have made arrangements with the associated utility companies with an acceptable payment plan) before the rehab staff will complete the work write-up and/or issue a notice to proceed to the contractor.

Section 2: To revise the income limits for low and moderate-income household (the Section 8 Housing Assistance Program) based on HUD Home Program Income Limits dated 02/2003.

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Section 3: The County will have a recapture of 15% of the cost of rehab to all homes after the 10 year period at the time when the homeowner sells or does not occupy the dwelling.

Section 4: Upon passage of this resolution, the Community Housing Improvement Program Design shall be forwarded to the Ohio Department of Development.

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

RESOLUTION NO. 03- 1094

IN THE MATTER OF ACCEPTING AND AWARDED THE BID AND APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND HARRIS & HEAVENER EXCAVATING FOR THE VILLAGE OF ASHLEY FY 2002 CDBG STORM DRAINAGE PROGRAM:

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

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

WHEREAS, funding, in the amount up to \$6,000 has been provided to Delaware County through the FY02 CDBG Formula Program, and funding in the amount up to \$6,000 has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received on July 15, 2003; and

WHEREAS, Floyd Browne, engineering firm for the Village of Ashley, has reviewed the bids received, and the bid submitted by Harris Heavener Excavating in the amount up to \$12,178 has been determined to be the lowest and best bid.

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 awards the bid to Harris Heavener Excavating to construct the Storm Drainage Improvements as approved in the FY02 CDBG Formula Grant Program for the Village of Ashley.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$6,000 from CDBG FY 02 funds, and up to \$6,000 from Delaware County Revolving Loan Fund funds, and \$178.00 from the Village towards the construction of said Storm Drainage.

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

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

RESOLUTION NO. 03- 1095

IN THE MATTER OF ACCEPTING AND AWARDED THE BID AND APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LEHNER EXCAVATING INC., FOR STORM DRAINAGE IMPROVEMENTS, PHASE II IN THE VILLAGE OF OSTRANDER FOR THE FY 2002 CDBG FORMULA PROGRAM:

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

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

WHEREAS, funding, in the amount up to \$46,000 has been provided to Delaware County through the FY02 CDBG Formula Program, and funding in the amount up to \$100,000 has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received on July 22, 2003; and

WHEREAS, Floyd Browne, engineering firm for the Village of Ostrander, has reviewed the bids received, and the bid submitted by Lehner Excavating, Inc., in the amount up to \$135,308.00 has been determined to be the lowest and best bid.

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

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Section 1. That the Delaware County Board of Commissioners awards the bid to Lehner Excavating, Inc., to construct the Storm Drainage Improvements Phase II as approved in the FY02 CDBG Formula Grant Program for the Village of Ostrander.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$46,000 from CDBG FY 02 funds, and up to \$89,308.00 from Delaware County Revolving Loan Fund funds towards the construction of said Storm Drainage Improvements. This amount may be exceeded by no more than 10%, subject to review and approval of any Project change orders.

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

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

RESOLUTION NO. 03-1096

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ALEXANDER & EASTON CONCRETE, INC. FOR STREETSCAPE IMPROVEMENTS IN THE VILLAGE OF OSTRANDER FOR THE FY 2002 CDBG FORMULA PROGRAM:

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

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

WHEREAS, funding, in the amount up to \$30,000 has been provided to Delaware County through the FY02 CDBG Formula Program, and funding in the amount up to \$31,450 has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received on July 22, 2003; and

WHEREAS, Floyd Browne, engineering firm for the Village of Ostrander, has reviewed the bids received, and the bid submitted by Alexander & Easton Concrete, Inc., in the amount up to \$43,234.72 has been determined to be the lowest and best bid.

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 awards the bid to Alexander & Easton Concrete, Inc., to construct the Streetscape Improvements as approved in the FY02 CDBG Formula Grant Program for the Village of Ostrander.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$30,000 from CDBG FY 02 funds, and up to \$13,234.72 from Delaware County Revolving Loan Fund funds towards the construction of said Street Improvements. This amount may be exceeded by no more than 10%, subject to review and approval of any Project change orders.

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

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

RESOLUTION NO. 03-1097

IN THE MATTER OF APPROVING SETTING THE RE- BID OPENING DATE AND TIME FOR FY'02 ADA TO RADNOR HISTORICAL BUILDING:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the re-bid opening date and time for **Thursday, August 28, 2003, at 3:00 pm.** This bid opening will be held at Radnor Township Hall located at 4061 SR 203, Radnor, Ohio. The previous bid opening dated August 15, 2003, received no bidders.

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

RESOLUTION NO. 03-1098

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS, SUPPLEMENTAL APPROPRIATIONS AND A DECREASE OF APPROPRIATIONS FOR EMERGENCY MANAGEMENT AGENCY:

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

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TRANSFER OF APPROPRIATION

FROM	TO	AMOUNT
21511310-5450 Emergency Management/Machinery & Equip	21511310-5260 Emergency Management/> \$500, < \$4999	\$34.98
21511312-5450 EMA Homeland Security/Machinery & Equip	21511312-5260 EMA Homeland Security/Tools >\$500, <\$4999	\$3,900.08

SUPPLEMENTAL APPROPRIATION

21511307-5305	Emerg Management/Training & Development	\$1,420.00
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DECREASE OF APPROPRIATION

21511312-5450	EMA - Homeland Security/Machinery & Equip	-\$6,100.54
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Vote on Motion	Mr. Jordan	Aye	Mrs. Martin	Aye	Mr. Ward	Aye
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RESOLUTION NO. 03-1099

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND AUTHORIZING THE SIGNING OF CONTRACTS WITH HOLLY'S PROCLEAN FOR JANITORIAL SERVICES FOR THE COUNTY ENGINEERS' COMPLEX NORTH AND SOUTH WING:

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

WHEREAS, Delaware County received a total of eight bids for janitorial services for the Delaware County Engineers' Complex, 50 Channing Street, North and South Wing on August 11, 2003. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Holly's Proclean has been determined to be the lowest and best bid for janitorial services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Holly's Proclean and authorize signing contracts for janitorial services for the Delaware County Engineers' Complex, 50 Channing Street, North and South Wing with the contractor providing supplies for Delaware County.

Delaware County Board of Commissioners

Contract

This Contract made by and between:

**Holly's Proclean
755 St. Rt. 23 N.
Delaware, OH 43015**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**ITB #03-07
Janitorial Services for
The Delaware County Engineer Complex
50 Channing Street, Delaware, Ohio**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this

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Contract, subject to additions and deletions as provided in the Bid Documents, not to exceed annually Thirty Thousand Six Hundred dollars (\$30,600.00), based upon the unit pricing set forth in the Bid Form, submitted by the Contractor and opened on August 11, 2003.

Cost with Supplies Provided

North Wing \$1,150.00 per month	\$13,800.00	Annually	
South Wing \$1,400.00 per month	\$15,800.00		Annually
	\$30,600.00		

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The original term of this contract shall be for two (2) years, beginning October 1, 2003, and ending September 30, 2005.

3.2 This contract may be renewed at the end of the original period or any renewal period for up to four (4) additional six (6) months periods, if agreed upon in writing by both parties.

3.2 It is understood and agreed that should the contractor fail to provide the quality of service as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon fifteen (15) days written notice of its intent to do so.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 03-1100

IN THE MATTER OF AUTHORIZING SUBMITTAL OF THE 2004 RECYCLE OHIO GRANT APPLICATION:

It was moved by Mrs. Martin, seconded by Mr. Jordan to authorize submittal of the 2004 Recycle Ohio Grant

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application.

(A Copy of the Grant Application is available in the Commissioners Office until no longer of administrative value).

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

RESOLUTION NO. 03-1101

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR THE 2003 RECYCLE OHIO GRANT:

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

SUPPLEMENTAL APPROPRIATION

22111502-5101	Litter Grant/Hospital Insurance	\$ 435.00
22111502-5103	Litter Grant/Dental Insurance	\$ 121.00
22111502-5120	Litter Grant/PERS	\$ 1,035.69
22111502-5131	Litter Grant/Medicare	\$ 42.38
22111502-5001	Litter Grant/Compensation	\$ 353.77
22111502-5201	Litter Grant/Office Supplies	\$ 26.00
22111502-5312	Litter Grant/Advertising-Legal	\$ 1,300.00
22111502-5313	Litter Grant/Printing and Related Services	\$ 500.00
22111502-5330	Litter Grant/Telephone	\$ 100.00
22111502-5331	Litter Grant/Postage and Freight	\$ 1,725.00
22111502-5348	Litter Grant/Professional Services	\$ 500.00
22111502-5298	Litter Grant/Materials & Supplies Other	\$ 300.00
22111502-5305	Litter Grant/Training & Staff Development	\$ 450.00
22111502-5308	Litter Grant/Memberships	\$ 200.00

TRANSFER OF APPROPRIATION

FROM

TO

22111502-5102	22111502-5101	
Litter Grant/Workers Comp	Litter Grant/Hospital Insurance	\$ 765.00
22111502-5215	22111502-5201	
Litter Grant/Program Supplies	Litter Grant/Office Supplies	\$ 12.00
22111502-5215	22111502-5228	
Litter Grant/Program Supplies	Litter Grant/Vehicle Maintenance	\$ 250.00
22111502-5301	22111502-5120	
Litter Grant/Professional Services	Litter Grant/PERS	\$ 2,500.00
22111502-5309	22111502-5120	
Litter Grant/Travel In County	Litter Grant/PERS	\$ 800.00
22111502-5310	22111502-5120	
Litter Grant/Travel Out of County	Litter Grant/PERS	\$ 150.00

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

RESOLUTION NO. 03-1102

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR GOLF VILLAGE SECTION 7 PHASE C; WALNUT WOODS SECTION 2; GOLF VILLAGE RETAIL/OFFICE SITE AND MURPHY PARK SECTION 4:

It was moved by Mrs. Martin, seconded by Mr. Jordan to accept the following Sanitary Subdivider's Agreements:

Golf Village Section 7 Phase C

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

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THIS AGREEMENT executed on this 25th day of August 2003, by and between D&D Real Estate LLC., as evidenced by the Golf Village Section 7 Phase C 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 \$106,200.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 36 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 (\$110,333.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$8,900.00, 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

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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.

Walnut Woods Section 2

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

THIS AGREEMENT executed on this 25th day of August 2003, by and between THE BIGLER COMPANY LTD. SUBDIVIDER, as evidenced by the WALNUT WOODS SECTION 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$82,600.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 28 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 (\$127,006.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the

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DELAWARE COUNTY SANITARY ENGINEER the sum of \$8,890.00, 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, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project 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.

Golf Village Retail/Office Site

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

THIS AGREEMENT executed on this 25th day of August 2003, by and between, **Triangle Real Estate, Inc.** SUBDIVIDER, as evidenced by the **Golf Village Commercial Site 1 Plat** and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, 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 (**\$26,508.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

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The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$1,900.00**, 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.

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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.

Murphy Park Section 4

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

THIS AGREEMENT executed on this 25th day of August 2003, by and between Rockford Homes, Inc., as evidenced by the Murphy Park Section 4 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 \$79,650.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 27 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 (\$36,600.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,000.00, 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.

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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. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-1103

IN THE MATTER OF APPROVING THE RELEASE OF A SANITARY SEWER EASEMENT:

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

Know All Men By These Presents, That The Undersigned County Of Delaware Ohio, For Valuable Consideration, The Receipt Whereof Is Acknowledge, Does Hereby Release And Discharge The Deed Of Easement For Maintaining And Operating Sanitary And Sewer Utility Lines Over And/Or Through The Real Property Owned By Commons Of Powell, LLC, An Ohio Limited Liability Company, Which Easement Is Recorded In Deed Book 296, Page 0072, Delaware County Recorder's Office.

**Release of 15-foot Sanitary Sewer Easement
City of Powell Delaware County, Ohio**

Situated In The State Of Ohio, County Of Delaware, City Of Powell, And Being A Part Of Farm Lot 24, Section 4, Township 3, Range 19, United States Military Lands, And Lying On, Over, And Across That 10.403 Acre Tract As Conveyed To Commons Of Powell, LLC By Deed Of Record In Official Record 265, Page 1787, All Records Herein Are From The Recorder's Office, Delaware County, Ohio And Being More Particularly Described As Follows:

Begin, For Reference, At A Magnetic Nail Found In The Centerline Of Sawmill Road, On The Line Common To Farm Lots 24 And 24, At The Corner Common To Said 10.403 Acre Tract And That 1.518 Acre Tract As Conveyed To Yong C. Myoung S. Hwang By Deed Of Record In Deed Volume 0029, Page 1628, And Being On The Line Common To Farm Lot 24 And 25;

Thence South 00° 04' 45" East, A Distance Of 165.48 Feet, Along The Centerline Of Sawmill Road To A Point;

Thence North 89° 55' 15" East, A Distance Of 30.00 Feet, Leaving Said Centerline Of Sawmill Road, To A Point On The Easterly Right-Of-Way Line Of Sawmill Road And Being The True Point Of Beginning;

Thence the following five(5) courses and distance across said 10.403 Acre tract;

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1. North 85°43'02" East, A Distance Of 229.97 Feet, To A Point;
2. North 68°49'02" East, A Distance Of 301.39 Feet, To A Point;
3. South 21°10'58" East, A Distance Of 15.00 Feet, To A Point;
4. South 68°49'02" West, A Distance Of 303.61 Feet, To A Point;
5. South 85°43'02" West, A Distance Of 124.24 Feet, To A Point On The Northerly Line Of That 1.00 Acre Tract As Conveyed To Commons Of Powell, LLC By Deed Of Record In Deed Volume, 207, Page 639;

Thence South 89°59'04" West, A Distance Of 108.74 Feet, Along Line Common To Said 1.00 And 10.403 Acre Tracts, To A Point On The Easterly Right-Of-Way Line Of Sawmill Road;

Thence North 00°04'45" West, A Distance Of 6.93 Feet, Along Said Easterly Right-Of-Way Line Of Sawmill Road To The True Point Of Beginning, Containing 0.174 Acre, More Or Less, Subject To All Easement, Restrictions And Rights-Of-Way Record.

Bearings In The Above Description Are Based On The Bearing Of South 89°55'00" West For The Northerly Line Of "Wedgewood Place, Section 1, Phase 2" A Subdivision Of Record In Cabinet 2, Slide 122, And 122a, Records Of The Recorder's Office, Delaware, County, Ohio.

This description was prepared from and actual field survey by ADR & Associated, Ltd. in January 2002.

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

RESOLUTION NO. 03-1104

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

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

TRANSFER OF APPROPRIATION

65511918 - 5415	65511918-5301	\$ 156,000.00
Perry Taggart/Capital Outlays & Equip	Perry Taggart Fund - Prof. Serv. & Charges	

65511918-5415	65511918-5319	\$ 23,000.00
Perry Taggart/Capital Outlays & Equip	Perry Taggart Fund - Reimbursements	

SUPPLEMENTAL APPROPRIATION

67011914-5801	Sant. Eng. Sewer Capital Fund/Transfers	\$ 350,000.00
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TRANSFER OF FUNDS

67011914-5801	65511918-4601	\$ 350,000.00
Sanitary Eng Capital Fund - Transfers	Perry Taggart Fund - Interfund Revenue	

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

RESOLUTION NO. 03-1105

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND PATRICK C. YOAKAM:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 25th day of August 2003, by and between Patrick C. Yoakam, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plats. (Available in the Sanitary Engineer Department).

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The purchase price of said Easement is Eight Thousand Dollars (\$8,000.00), to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before September 1, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$8,000.00 to Patrick C. Yoakam.

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

RESOLUTION NO. 03-1106

IN THE MATTER OF APPROVING THE AGREEMENT WITH MORPC FOR WORK RELATED TO THE SEWER MASTER PLAN:

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

Delaware County Sewer Planning Contract

Introduction

Over the past 10 years, Delaware County has experienced some of the most accelerated growth in the country. In fact, the county grew in population by close to 65 percent. This growth is not expected to slow considerably and further growth in the county should be carefully managed.

At the request of the county, the Mid-Ohio Regional Planning Commission has prepared this proposal to help the county implement a sewer study to determine future expansion of the system. The current sewer system will be reaching capacity in the next five to 10 years. In view of this situation, the county must begin to plan for a new sewer plant as well as how and where that plant will encourage future growth in the county. A public education component is critical to help Delaware County residents understand and participate in shaping the future of the county and has been included.

I. Assist in writing the specification for the request for qualifications and request for proposals from prospective consultants.

The consulting firm will be chosen and evaluated by using the request for qualifications / proposals process as outlined in the Delaware County Regional Planning Commission proposal.

The MORPC staff have a diverse range of knowledge and hands-on experience. Staff have successfully completed, and are completing, a number of projects in Delaware county including the Delaware County and City Thoroughfare Plan and the current Franklin-Delaware Growth Toolkit project. MORPC staff will work with the county engineer, the county regional planning commission, the county administration and specialized staff as well as other individuals identified by County and MORPC staff to achieve Commissioners' objectives.

II. Evaluate Population and Distribution

As sub consultant MORPC staff will compare and verify the population projections and distribution by traffic zone to ensure they comport with the 2002 Delaware County Thoroughfare Plan. Areas with differences will be identified in order to determine "critical mass" to feasibly sewer a certain sub-area.

III. Public Process and Involvement

An educational component will be added to inform the public and elected officials countywide about the process and the components of the strategy. The goal is for all participants to achieve a clear understanding of current growth pressures and the consequences for inaction as well as to build a consensus upon which county policies could be based. This interactive and visual process will help build support for county policies and provide a cohesive vision of the interrelationship of sewer infrastructure and land use decisions through visual comparison and discussion. This process will also deliberately integrate and further educate township government and residents into the larger county processes. Public opinion on the various growth scenarios will be tracked using form distribution and follow-up phone calls.

MORPC staff will also assist in the structuring, making notice for and running the public involvement meetings.

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IV. Additional

MORPC staff will assist with work not specified in this scope when and if possible and in keeping with the not to exceed amount at rates specified in section VI.

MORPC staff is experienced in the editing and drafting of final documents. For the Delaware County Sewer Master Plan, MORPC will assist in the final edit and draft of the final report to the Commissioners as needed.

V. Project Outcomes

1.) A cooperatively written requests for the Sewer Master Plan consultant proposals and consultant qualifications

2.) A comparison population estimates by traffic zone with the Delaware County Thoroughfare Plan, 2002

1.) A cooperatively written requests for the Sewer Master Plan consultant proposals and consultant qualifications

2.) A comparison population estimates by traffic zone with the Delaware County Thoroughfare Plan, 2002

3.) Broader citizen and stakeholder understanding and ownership of land use trends within the county and the region as a whole

- Support for planning projects that achieve countywide growth goals
- Selection of preferred countywide growth alternatives and policies
- Selection of intergovernmental cooperation and coordination mechanisms
- Selection of specific objectives for water/sewer development

4.) Editing services on the final document to the Commissioners

VI. Project Staff / Fees for Services / Method of Payment

The Executive Director of MORPC will serve as a volunteer member of the Delaware Project Oversight Team. It is anticipated that MORPC staff involved in the effort will include William C. Habig Executive Director, MORPC (for steering committee meetings), and (as needed) Annique van Kley, Senior Planner and Nancy Reger, Manager, Transportation Data. Additions, deletions, or substitutions in MORPC staff are the prerogative of the MORPC Executive Director.

The County shall pay MORPC for its actual staff time plus expenses at the staff's then current hourly rate plus wage and fringe (including overhead) expenses. MORPC will submit invoices to the County each month for costs incurred on the project. Staff direct hourly rates are currently as follows:

	<u>Direct Rate</u>	<u>with Wage/Fringe/Overhead</u>
A. van Kley	\$16.51/hr.	\$39.66/hr
N. Reger	\$28.39/hr.	\$68.20/hr.

In addition to its fees for services, MORPC shall be paid for its reimbursable expenses. Reimbursable expenses include, but shall not be limited to:

- Postage and copies budgeted up to \$240

Total project costs are not expected to exceed an estimated fee of \$10,000. MORPC will not exceed this estimated fee without prior approval of the Commissioners. If MORPC's actual billable costs are less than \$10,000, the County will be billed for only those actual costs incurred by MORPC. Both MORPC and the Commissioners will carefully monitor expenditures and expenses and take all reasonable steps to avoid exceeding \$10,000. In the event that \$10,000 in actual billable cost is reached, all work shall be suspended until the Commissioners appropriate further funds for additional work.

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

RESOLUTION NO. 03-1107

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 5 (COMFORT EXPRESS) FOR RENOVATIONS TO THE BUILDING AT 109 NORTH SANDUSKY:

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

COMPANY	AMOUNT RETAINAGE
Comfort Express	\$9,877.14

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

Architectural Floors in the amount of \$9,877.14 (40111402-5410)

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

Susan Hollenbach, Child Support Enforcement Presentation

There being no further business the meeting adjourned.

 Kristopher W. Jordan

 Deborah B. Martin

 James D. Ward

 Letha George, Clerk to the Commissioners