

**COMMISSIONERS JOURNAL NO. 44- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 13, 2003**

American Electric Power	Electric Serv/Scioto Hills	66011908-5338	\$ 10,000.00
American Electric Power	Electric serv/Scioto Reserve	66011913-5338	\$ 10,000.00
Ohio Edison	Electric Serv/Tartan Fields	66011912-5338	\$ 25,000.00
Ohio Edison	Electric Serv/Shawnee Square	66011909-5338	\$ 7,500.00
Planned Communities	North Orange/Sect 1 Phase 2 Part A	65111904-5319	\$ 15,320.50
Literacy Coalition Able	Vocation Services	22411601-5348	\$ 15,805.00
American Electric Power	Emergency Utilities	22411602-5350	\$ 7,000.00
Treasurer, State Of Ohio	Telephone Service	22411603-5330	\$ 5,400.00
Choices	Domestic Violence	24911311-5380	\$ 6,000.00
Turning Point	Domestic Violence	24911311-5380	\$ 22,000.00
Countryside Construction	RBH Bldg/Miscellaneous	40111402-5410	\$ 6,684.12
Del Municipal Court	Fee Reimbursements Juror/witness	10029203-5360	\$ 18,000.00
OSU Speech and Language	Grant-OSU Extension	10011102-5601	\$ 236,153.46
Del Co Historical Society	Grant	10011102-5601	\$ 15,000.00
Hartford Croton Fair	Grant	10011102-5601	\$ 7,000.00
Soil and Water	Grant	10011102-5601	\$ 209,100.00
Treasure, St. Ohio	Crippled Children	10011102-5319	\$ 100,000.00
Medical Mutual of Ohio	EFT Account- Admin Fees	60211902-530130102	\$ 150,000.00
	EFT Account- Stop Loss Premium	60211902-537037010	\$ 170,000.00
	EFT Account- Weekly Medical	60211902-537037030	\$2,500,000.00

Vouchers

American Electric Power	Electric Service	65211905-533833802	\$ 32,518.63
American Electric Power	Electric Service	65211905-533833802	\$ 39,650.68
American Electric Power	Electric Service	10011105-533833802	\$ 23,483.89
Kindercare, Neverland	Child Care	22411606-5348	\$ 17,848.00
Buckeye Boys Ranch	Residential Treatment	22511607-534234215	\$ 5,830.00
Del Cty Bd of Disability	Board & Care	10011501-5350	\$ 17,500.00

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

RESOLUTION NO. 03-41

IN THE MATTER OF SETTING TIME AND DATE FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE THE RIGHT OF WAY IN THE REAR OF THE PROPERTY LOCATED AT 4341 STATE ROUTE 203 RADNOR, OHIO:

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

Whereas on December 16, 2002, the Delaware County Commissioners received a request filed by Vanessa Chappellear requesting to vacate the Right Of Way in the rear of the property located at 4341 State Route 203 Radnor, Ohio.

Therefore be it Resolved, the Delaware County Commissioners will on Tuesday, February 18, 2003, at 1:00PM view the proposed vacation.

Further Be It Resolved, on March 3, 2003, at 7:30PM a Public Hearing will be held to consider said vacation.

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

RESOLUTION NO. 03 -42

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Rhonda Leasure, Jackie Culbertson and Chad Richardson attend an Ohio One Stop Technical Assistance Seminar in Springfield, Ohio January 16, 2003, at the cost of \$72.00.

The Department of Job and Family Services is requesting that Mona Reilly attend a Job and Family Services Executive Committee Retreat in Newark, Ohio January 23, 2003, at the cost of \$180.00.

The Department of Job and Family Services is requesting that Rhonda Leasure and Sharon Llyod attend a Meeting for Sharing Career Opportunities and Training Information Rollout and Implementation in Columbus, Ohio January 23, 2003, at no cost.

The Emergency Services Department is requesting that Pearline Howald and Tom Shover attend a Public

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Employer Training Conference in Newark, Ohio February 2 to 4, 2003, at the cost of \$490.00.

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

RESOLUTION NO. 03-43

IN THE MATTER OF APPROVING PLAT FOR HARVEST WIND PHASE 6, SECTION 2 AND PLAN FOR GOODARD SCHOOL:

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

Harvest Wind Phase 6, Section 2

Situated In The Township Of Genoa, County Of Delaware And State Of Ohio, Being A Part Of Farm Lot 4, Section 4, Township 3, Range 17, United States Military Lands. Known As Being A 5.621 Acre Subdivision, Consisting Of 2.630 Acres Out Of A 23.749 Acre Tract Conveyed To Webb Ventures V. Ltd. As Recorded In Deed Book 657, Page 821, And 2.991 Acres Out Of And Original 51.329 Acre Tract Conveyed To: Webb Ventures V. Ltd. (U1/2 Int.), As Recorded In Deed Book 665, Page 304: Webb Ventures V, Ltd (U1/4 Int.) As Recorded In Official Record Volume 24, Page 541; (U1/4 Int.) Of 2.991 Acres Out Of 13.680 Acre Tract Conveyed To Webb Ventures V. Lts. In Official Record Volume 61, Page 6-7, All Of Which Was Also Part Of Said Original 51.329 Acre Tract. Cost \$6.00.

Goodard School

Site Development Plans In River Bend Section 2. Part Of Farm Lots 16 & 17 Section 3, Township 3, Range 18, In The United States Military Lands, Orange Township, Delaware County, State Of Ohio. No Cost

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

RESOLUTION NO. 03 -44

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT TO OURS EXCAVATING LTD. FOR THE DELAWARE RUN DITCH IMPROVEMENTS:

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

**Delaware Run Ditch Improvements
Bid Opening of January 6, 2003**

As a result of the referenced bid opening, The Engineer recommends that a bid award be made to Ours Excavating Ltd. of Mt. Gilead, Ohio, the low bidder for the project.

CONTRACT

AGREEMENT, made and entered into this 13th day of January, 2003 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **OURS EXCAVATING LTD.** hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **FORTY-NINE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND TWENTY FIVE CENTS (\$49,984.25)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **DELAWARE RUN DITCH PROJECT**, in accordance with plans, **drawings**, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **April 18, 2003**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

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

RESOLUTION NO. 03-45

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR CONCRETE MATERIALS; CONTRACT HAULING; CORRUGATED METAL PIPE; CORRUGATED POLYETHYLENE

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TUBING AND PIPE; GUARDRAIL MATERIALS; LIMESTONE AND BITUMINOUS COLD MIX; REINFORCED CONCRETE PIPE; REINFORCING STEEL; ROLLED STEEL SHAPES; SEEDING AND MULCHING AND TREATED WOOD FLOORING FOR USE DURING 2003:

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

Whereas, Delaware County went out to bid and bids were taken on December 9, 2002, and

Whereas, after carefully reviewing the bids received, the bids submitted by the companies listed, have been determined to be the lowest and best bids;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids as listed below:

Concrete Materials:

Recommend that an exclusive bid award be made to Buckeye Ready Mix, the only bidder for this material.

Contract Hauling:

Recommend that a non-exclusive bid award be made to Owl Creek Trucking, Henderson Trucking, Justice Trucking and RDS Trucking.

Corrugated Metal Pipe:

Recommend that an exclusive bid award be made to Edwards Culvert Company, the only bidder for this material.

Corrugated Polyethylene Tubing and Pipe:

Recommend that a non-exclusive bid award be made to Hughes Supply and Advanced Drainage Supply.

Guardrail Materials:

Recommend that a non-exclusive bid award be made to Superior Steel Corporation, Paul Peterson Company and Lake Erie Construction for the supply of guardrail materials. Recommend that a non-exclusive bid award be made to Paul Peterson Company and Lake Erie Construction for guardrail installation.

Limestone and Bituminous Cold Mix:

Recommend that a non-exclusive bid award be made to Martin Marietta, National Lime and Stone, and Shelly Materials.

Reinforced Concrete Pipe:

Recommend that an exclusive bid award be made to Rinker Materials, the only bidder for this material.

Reinforcing Steel:

Recommend that a non-exclusive bid award be made to Superior Steel Corporation and Spring Creek Building Supplies.

Rolled Steel Shapes:

Recommend that an exclusive bid award be made to Superior Steel Corporation, the only bidder for this material.

Seeding and Mulching:

Recommend that a non-exclusive bid award be made to D&D Erosion Control, Earthco, S&H Enterprises, Lake Erie Construction and AARON Landscape.

Treated Wood Flooring:

Recommend that an exclusive bid award be made to Ohio Bridge Corporation, the only bidder for this material.

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

RESOLUTION NO. 03-46

IN THE MATTER OF ESTABLISHING A NO PARKING ZONE ON SUNBURY ROAD:

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It was moved by Mr. Jordan, seconded by Mrs. Martin to adopt the following Resolution at a meeting of the Board of County Commissioners of Delaware County, Ohio, to wit:

Whereas, the Delaware County Engineer (Engineer) has determined that parking on the pavement at specific locations constitutes a hazard to the motoring public; and

Whereas, the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) dictates the use of “No Parking” signs spaced no more than 200 feet apart.

Now Therefore Be it Resolved, that the Board of Commissioners, Delaware County, State of Ohio, hereby take the following action:

1. Resolved, that the installation of “No Parking” signs be carried out to adequately notify the public that no parking is allowed along Sunbury Road, specifically on the pavement on the bridge between Big Walnut and Redbank Roads;
2. Further Resolved, that the Engineer will be directed to place the signs in accordance with the OMUTCD guidelines;
3. Further Resolved, that the County Sheriff will be notified of the No Parking Zone in order that he may take action as necessary to enforce the No Parking Zone

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

RESOLUTION NO. 03-47

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE YEAR 2002:

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

As certified by the Board of County Commissioners and reported by the Director of Transportation, in accordance with the provisions specified in the Ohio Revised Code, Section 4501.04 (Distribution of Revenue), the total certified mileage for January through December 2001 for Delaware County was **335.34** miles.

Based upon submitted documentation, the Board hereby certifies a total of **333.01** county miles for calendar year 2002 (effective January 1, 2003)

(Documentation available in the Commissioners office until no longer of administrative value.)

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

RESOLUTION NO. 03-48

IN THE MATTER OF APPROVING ESTIMATE AND PLAN FOR BRINDLE ROAD BRIDGE OVER MOORS RUN REPLACEMENT:

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

Project Description

This Project Includes The Replacement Of A Narrow And Structurally Deficient Bridge On Brindle Road Over Moors Run. Project Has Minor Approach Work, Including Pavement Replacement Within 25 Feet Of Structure, Minor Shoulder And Ditch Work And Installation Of Guardrail. The Total Project Length Is 50 Feet (0.01 Miles), With An Additional 150 Feet Of Approach Tie-In Work,

The engineer’s estimate for the project is \$88,200.00.

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

RESOLUTION NO. 03-49

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE USE OF A COUNTY CREDIT CARD FOR MOTOR VEHICLE EXPENSES:

It was moved by Mrs. Martin, seconded by Mr. Jordan, to adopt the following Resolution authorizing the use of Gasoline and Telephone Credit Cards:

Whereas, the Board of County Commissioners may authorize per Ohio Revised Code section 307.27 an officer or employee of an appointing authority to use a County credit card to pay for specific classes of work related expenses in lieu of submitting a monthly estimate of work related expenses, and

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- Whereas, a County credit card includes a gasoline credit card and telephone credit card, and
- Whereas , from time to time various county employees have need to charge gasoline and oil expenses, minor motor vehicle maintenance, and emergency motor vehicle repair expenses for motor vehicles owned or leased by the County, and
- Whereas, the Sheriff’s Office and the Building Regulations Department have offices operating in the southern Delaware County needing to purchase gasoline in the area of their duties.

Now therefore be it Resolved, by the Board of County Commissioners of Delaware County, State of Ohio authorize the use of County credit cards for gasoline and oil expenses, minor motor vehicle maintenance, and emergency motor vehicle repair expenses, not to exceed the amount appropriated and encumbered for each County credit card, for the following appointing authority and employees through December 31, 2003.

Sheriff’s Office
Sheriff Al Myers and all Sheriff’s Office Employees

County Engineer
Chris Bauserman and Scott Pike

Department of Building Regulations
Fred Fowler, Joe Scherler, and Building Inspectors

EMS
Larry Fisher, Pearline Howald, Duty Supervisors, and Crew Chiefs

EMA
Larry Fisher, Dave Hall, and Bobby Lavender

Facilities Management
Jon Melvin and Sam Porteous

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

RESOLUTION NO. 03-50

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE USE OF A COUNTY CREDIT CARD FOR TELEPHONE EXPENSES:

It was moved by Mr. Jordan, seconded by Mrs. Martin, to adopt the following Resolution authorizing the use of Gasoline and Telephone Credit Cards:

- Whereas, the Board of County Commissioners may authorize per Ohio Revised Code section 307.27 an officer or employee of an appointing authority to use a County credit card to pay for specific classes of work related expenses in lieu of submitting a monthly estimate of work related expenses, and
- Whereas, a County credit card includes a gasoline credit card and telephone credit card, and
- Whereas , from time to time various county employees have the need to charge telephone expenses, and

Now therefore be it Resolved, by the Board of County Commissioners of Delaware County, State of Ohio authorize the use of County credit cards for telephone expenses, not to exceed the amount appropriated and encumbered for each County credit card, for the following appointing authority and employees through December 31, 2003.

Job and Family Services
Mona Reilly, Angela Thomas, Employment Services Supervisor , and Income Maintenance Supervisor.

Commissioners Office
Chris Jordan, Deborah Martin, Jim Ward, and David Cannon

Common Pleas Court
Judge W. Duncan Whitney

County Engineer
Chris Bauserman and Scott Pike

Data Center
Steve Lewis

EMA
Larry Fisher, Dave Hall, and Bobby Lavender

Facilities
Jon Melvin

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Prosecutor

Prosecutor and Assistant Prosecutors

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

RESOLUTION NO. 03-51

IN THE MATTER OF ACCEPTANCE OF THE ANNUAL JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT (JAIBG):

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

Grant # 2002- JB-013-A017 Application to renew JAIBG Grant

Grant Period: January 1, 2003 to December 31, 2003

State Grant Amount:	\$ 20,815.00
Local Match:	<u>2,313.00</u>
Total Grant Amount:	\$ 23,128 .00

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

RESOLUTION NO. 03-52

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GOLF VILLAGE SECTION 1 PHASE B AND CROSS CREEK SECTION 2 PHASE B:

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

Golf Village Section 1 Phase B	3,366 feet of 8 inch sewer	15 manholes
Cross Creek Section 2 Phase B	799 feet of 8 inch sewer	5 manholes

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

RESOLUTION NO. 03-53

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR CROSS CREEK SECTION 3:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve sanitary sewer plan for Cross Creek Section 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 03-54

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR NORTH ORANGE SECTION 2 PHASE 3 PART A AND NORTH ORANGE SECTION 3 PHASE 2 PART A:

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

North Orange Section 2 Phase 3 Part A

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

THIS AGREEMENT executed on this 13th day of January 2003, by and between **Planned Communities INC. SUBDIVIDER**, as evidenced by the **North Orange Section 2 Phase 3 Part A** Subdivision Plat filed with the Delaware County Recorder and the BOARD OF COUNTY OMISSIONERS 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 \$7,999.32, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a surcharge of \$1,049.66 for each single family residential connection, for 2 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.

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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 (\$40,631.75) 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 \$2,900.00, 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

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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.

North Orange Section 3 Phase 2 Part A

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

THIS AGREEMENT executed on this 13th day of January 2003, by and between **Planned Communities INC. SUBDIVIDER**, as evidenced by the **North Orange Section 3 Phase 2 Part A** Subdivision Plat filed with the Delaware County Recorder 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 \$139,988.10, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a surcharge of \$1,049.66 for each single family residential connection, for 35 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 (\$141,550.90) 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 \$9,900.00, 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.

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

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

RESOLUTION NO. 03-55

IN THE MATTER OF APPROVING THE NOTICE OF AWARD FOR DELAWARE COUNTY SANITARY ENGINEER INSPECTION SERVICES FOR SANITARY SEWERS TO QUALITY CONTROL INSPECTION INC.:

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

NOTICE OF AWARD

**Quality Control Inspection Inc.
576 Charring Cross Rd, Suite A
Westerville OH. 43081**

For Bids Submitted On October 22, 2002, For Delaware County Sanitary Engineer Inspection Services For Sanitary Sewers.

BID has been accepted for items in the amount of \$32.00 per hour per inspector.

PROJECT DESCRIPTION: Delaware County Sanitary Engineer Inspection Services for Sanitary Sewers.

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

RESOLUTION NO. 03-56

IN THE MATTER OF APPROVING CHANGE ORDER 02-002 AND THE FINAL PAY DRAW FOR ROBERTSON CONSTRUCTION FOR MEDIC STATION 6 (PORTER-KINGSTON):

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

WHEREAS, Change Order 02-002 for Medic Station 6 (Porter-Kingston) included additional paving and life safety features; and

WHEREAS, the Delaware County Board of Commissioners have accepted Medic Station 6 (Porter-Kingston), NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve Change Order 02-002 and the final pay draw (retainage) for Robertson Construction for Medic Station 6 at a cost of \$6,153.24.

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

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

RESOLUTION NO. 03-57

IN THE MATTER OF ACCEPTING AN FY 2002 SUPPLEMENTAL FEDERAL GRANT FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY:

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

WHEREAS, the Delaware County Emergency Management Agency (DCEMA) is eligible to receive a Supplemental Federal Grant of \$45,830.00 for FY2002, and;

WHEREAS, this is a Planning Grant and will provide the DCEMA with the capability to complete a FY2003 Department of Justice Threat and Risk Assessment for the county, update and enhance our Emergency Operations Plan, renew Memorandums of Understanding with our surrounding counties and formally designate a Weapons of Mass Destruction Team, and;

WHEREAS, these Federal funds were identified following the Terrorist events of "9/11" specifically for use at the local level, but not for equipment purchases;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance of this grant award by DCEMA for a total amount of \$45,830.00 for the purpose of improving the overall response capability within the County to Terrorist or WMD incidents.

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

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

RESOLUTION NO. 03-58

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS KINDERCARE LEARNING CENTER #1487 AND DONNA COAKLEY:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Kindercare Learning Center #1487 77 Caren Ave. Worthington, Ohio 43085	Infant	\$152.00	\$102.00	\$25.00 Registration Fee
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 84.00	\$ 69.00	
Donna Coakley 159 London Road #41 Delaware, Ohio 43015	Before Or After School	\$ 64.00	\$ 64.00	
	Infant	\$ 2.05		None
	Toddler	\$ 2.05		
	Preschool	\$ 1.90		
Schoolage	\$ 1.90			

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

RESOLUTION NO. 03-59

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
24414102-5001	Del Tax/Treasurer - Regular Comp	\$ 2,142.00

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24414102-5120	Del Tax/Treasurer - PERS	\$	290.24
24414102-5131	Del Tax/Treasurer - Medicare	\$	31.06
28531316-5850	LLEBG - Advances	\$	6,141.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
28531316-5850 LLEBG - Advance	10011102-4650 General Fund/Comm - Advance-in	\$6,141.00
Vote on Motion	Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye	

RESOLUTION NO. 03-60

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE COURT OF COMMON PLEAS:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011102-5901 General Fund - Contingency	10022201-5260 Gen Fund/Common Pleas Court - Equip < \$5,000	\$ 16,500.00
Vote on Motion	Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye	

There being no further business the meeting adjourned.

Kris Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners