

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 16, 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 (Absent), James D. Ward

10:00 AM Bid Opening Date And Time For Temporary Staffing Services For Delaware County (50 Channing Street)

PUBLIC COMMENT

RESOLUTION NO. 03-737

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 12, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held June 12, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-738

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0613A AND CMAPR0613B:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0613A and CMAPR0613B and Purchase Orders and Vouchers as listed below:

PO's

Vendor	Description	Account Number	Amount
<b>Increases</b>			
COBRA	Residential Treatment	22511607-5342	\$ 5,000.00
Toddler Inn	Child Care	22411606-5348	\$ 75,000.00
Helpline	Professional Services	22411603-5348	\$ 3,000.00
Liberty Community Center	Daycare	22411606-5348	\$ 50,000.00
Noah's Ark	Daycare	22411606-5348	\$ 5,000.00
Letha Delelles	Daycare	22411606-5348	\$ 5,000.00
Childrens World	Daycare	22411606-5348	\$ 5,000.00
Child Care Unlimited	Daycare	22411606-5348	\$ 5,000.00
<b>Vouchers</b>			
OH Water Development Authority	OWDA Interest	50111117-5720	\$ 25,735.92
	OWDA Principal	50111117-5725	\$ 193,509.39
Jobs For Ohio Graduates	Youth Services	22411603-5348	\$ 47,130.51
3SG Corporation	Imaging and Indexing	40411413-5450	\$ 8,150.14
Kindercare	Child Care	22411606-5348	\$ 28,267.00
Ohio Department of Health	BCMh Crippled Children	10011102-5319	\$ 6,694.11
Delaware County Treasurer	Taxes For County Properties	10011102-5380	\$ 5,738.93
Noah's Ark	Child Care	22411606-5348	\$ 6,711.00

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

RESOLUTION NO. 03-739

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Jordan, seconded by Mr. Ward 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 Absent Mr. Ward Aye

RESOLUTION NO. 03 -740

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Engineer’s Office is requesting that Chris Bauserman attend a NACO and a FP2 Annual Conference in Milwaukee, Wisconsin and Deluth, Minnesota July 10 to 15, 2003, at the cost of \$2,031.00.

The Emergency Services Department is requesting that Bill Barks attend an OAEMS Annual Summer Education Conference in Columbus, Ohio June 27, 2003, at the cost of \$125.00.

The Environmental Services Department is requesting that Ric Irvine and Bryan Lenko attend an Ohio Building Code 10 week Study Course (Wednesdays) in Columbus, Ohio June 18 to August 20, 2003, at the cost of \$650.00.

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

**RESOLUTION NO. 03-741**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING THE BID AND APPROVING THE CONTRACT FOR THE ASHLEY VILLA SENIOR AND HANDICAPPED HOUSING COMPLEX FOR DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) RENTAL HOUSING REHABILITATION:**

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

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

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

WHEREAS, Delaware County was approved to use up to \$350,000 in County RLF funds to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform rehabilitation construction services at the Ashley Villa property located at 240 S. Main Street, Ashley, Ohio in the amount of \$36,871.03 consistent with the requirements of the Delaware County DCHIP.

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

Section 1. That the Delaware County Board of Commissioners determine that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide rental rehabilitation construction services for the DCHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 240 S. Main Street, Ashley, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for rental rehabilitation construction services with Tyeveco, Inc. for the DCHIP in the amount of \$36,871.03. This Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 18<sup>th</sup> day of June 2003, by and between Ashley Villa (Owners) and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner’s property located at 240 S. Main Street, Ashley Ohio 43003.

**OWNER AGREES:**

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$36,871.03 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit “A” - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the DCHIP to compensate the Contractor in the amount of \$36,871.03 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the DCHIP.

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Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

**CONTRACTOR AGREES:**

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$36,871.03.

**OWNER AND CONTRACTOR AGREE:**

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by written Change Order before any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.

7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.

8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

- Schedule A: Payment in full, within 30 days, upon satisfactory completion of the entire rehabilitation work contained in the contract.
- Schedule B: Progress Payment based on the compensation stated in this Agreement, and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion:

Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
1	50%	45% = \$16,592.00
2	100%	45% = \$16,592.00
10% Retainage	100% & 30 Days	10% = \$ 3,687.03

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

9. Disputes. We agree that the DCHIP shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The DCHIP decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.

10. Non-Liability of County. The Owner and Contractor agree to hold the DCHIP Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.

11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.

12. Termination for Cause. The Owner and DCHIP Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.

13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than August 18, 2003.

14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

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

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

**RESOLUTION NO. 03-742**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) PRIVATE HOUSING REHABILITATION:**

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

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

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

WHEREAS, Delaware County was approved to use up to \$350,000 in County RLF funds to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 268 Orchard Lane, Sunbury, Ohio in the amount of \$16,090.80 consistent with the requirements of the DCHIP.

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

Section 1. That Steve Garnack, Rehab Specialist from MORPC, has determine that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide rental rehabilitation construction services for the DCHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 268 Orchard Lane, Sunbury, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for private rehabilitation construction services with Tyeveco, Inc. for the DCHIP in the amount of \$16,090.80. This Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 11<sup>th</sup> day of June 2003, by and between Juanita Basham (Owners) and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner’s property located at 268 Orchard Lane, Sunbury, Ohio.

**OWNER AGREES:**

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$16,090.80 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit “A” - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP to compensate the Contractor in the amount of \$16,090.80 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by DCHIP. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

**CONTRACTOR AGREES:**

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit “A” - Work Specifications for a total price of \$16,090.80.

**OWNER AND CONTRACTOR AGREE:**

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by written Change Order before

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any work is started, and signed by the Owner, Contractor and DCHIP CDBG Inspector.

7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.

8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

- Schedule A: Payment in full, within 30 days, upon satisfactory completion of the entire rehabilitation work contained in the contract.
- Schedule B: Progress Payment based on the compensation stated in this Agreement, and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion:

Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
1	50%	45% = \$7,240.86
2	100%	45% = \$7,240.86
10% Retainage	100% & 30 Days	10% = \$ 1,609.08

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

9. Disputes. We agree that the DCHIP shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The DCHIP decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.

10. Non-Liability of County. The Owner and Contractor agree to hold the DCHIP Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.

11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.

12. Termination for Cause. The Owner and DCHIP Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.

13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than August 18, 2003.

14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

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

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

**RESOLUTION NO. 03-743**

**IN THE MATTER OF APPROVING PLAT FOR GENOA FARMS SECTION 3, PHASE A, PART 2:**

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

**Genoa Farms Section 3, Phase A, Part 2**

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Section 2, Township 3, Range 17, United States Military District, Lying In Farm Lots 9 And 10 (1.825 Acres Are In Farm Lot 9 And 5.256 Acres Are In Farm Lot 10), Containing 7.081 Acres, More Or Less, Including 0.653 Acres Of Right-Of-Way Area And

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Being A Part Of A 46.690 Acre Tract Conveyed To Dominion Homes, Inc., An Ohio Corporation, By Deed Of Record In Official Record 86, Page 2571 And Being A Part Of A 27.227 Acre Tract Conveyed To Dominion Homes, Inc., An Ohio Corporation, In Official Record 86, Page 2435, Records Of The Recorder's Office, Delaware County, Ohio. Cost \$45.00.

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

**RESOLUTION NO. 03-744**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR LAKES AT SILVERLEAF:**

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

**Lakes At Silverleaf**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of June 2003, between **SILVERLEAF, LLC** as evidenced by the **LAKES AT SILVERLEAF** 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 5/27/03, 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 **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 **FORTY THOUSAND TWO 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

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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                      Mr. Jordan                      Aye                      Mrs. Martin                      Absent                      Mr. Ward                      Aye

**RESOLUTION NO. 03 -745**

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

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

Permit #	Applicant	Location	Type of Work
U03076	American Electric Power	Liberty Road	Relocate existing pole
U03079	American Electric Power	Roberts Road	Relocate facilities
U03080	American Electric Power	Woodland Glen	Push conduits
U03081	Sprint	County Line Road	Replace buried cable
U03082	Verizon	Burnt Pond Road	Place buried & aerial cable
U03083	American Electric Power	Section Line Road	Install aerial crossing
U03084	Columbus Southern Power	Glen Oak Section 2	Bore conduit
U03085	Consolidated Electric	Mills Road	Set pole
U03087	Columbia Gas	Genoa Farms	Install gas line
U03088	Verizon	Horseshoe Road	Bury cable & bore road
U03089	Verizon	Berlin Station Road	Cut in pedestal

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

**RESOLUTION NO. 03-746**

**SETTING BID OPENING DATE AND TIME FOR A NEW DIESEL DRIVEN WATER PUMP TO HELP IN THE EFFICIENCY OF REMOVING WATER, ON THE BRIDGE REPAIR AND REPLACEMENT PROJECTS OF THE DELAWARE COUNTY ENGINEER OFFICE:**

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

Sealed bids will be received by the Delaware County Commissioners at the office of the **Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015** for **One Diesel Driven Water Pump**. Said bid shall be based upon pricing per the specifications available at the Office of the Delaware County Engineer. Bids will be received until **10:00 a.m. on Monday, July 7, 2003**, at which time said bids shall be opened. An award shall be made at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

All bids shall meet the General Specifications which may be obtained at the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015**. Delivery shall be made within 10 days of bid award.

Bids shall be submitted in a sealed envelope and marked "**SEALED BID FOR DIESEL DRIVEN WATER**"

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PUMP”.

This Invitation to Bid is hereby made a part of the specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

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

**RESOLUTION NO. 03-747**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH M.P. DORY COMPANY FOR THE SAWMILL PARKWAY/BIG BEAR INTERSECTION SIGNAL PROJECT:**

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the following Bid and approving the following contract:

**Sawmill Parkway/Big Bear Intersection Signal Project  
Bid Opening of June 9, 2003**

As a result of the referenced bid opening, the Engineer recommends that a bid award be made to the M.P. Dory Company, the low bidder for this project.

**CONTRACT**

**AGREEMENT**, made and entered into this 16<sup>th</sup> day of June, 2003 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **M.P. DORY COMPANY**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **SEVENTY-THREE THOUSAND ONE HUNDRED FORTY DOLLARS AND SEVENTY CENTS** (\$73,140.70 ), 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 **SAWMILL PARKWAY/BIG BEAR INTER-SECTION SIGNAL 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 **July 31, 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.

**SECOND PARTY** further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor’s payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

**RESOLUTION NO. 03-748**

**IN THE MATTER OF APPROVING THE COMMUNITY CORRECTIONS ACT SUBSIDY GRANT AGREEMENT FOR INTENSIVE SUPERVISION:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the Grant Agreement.

Grant # Delaware407FY04  
Source: Ohio Department Of Rehabilitation and Correction  
Grant Period: July 1, 2003 to June 30, 2004  
Amount: \$90,464.00  
Purpose: To assist local government in community-based law enforcement services.

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

**RESOLUTION NO. 03-749**

**IN THE MATTER OF ACCEPTING A CITIZEN CORPS COUNCIL GRANT FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY:**



**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 16, 2003**

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

WHEREAS, the Delaware County Emergency Management Agency (DCEMA) is eligible to receive a Citizen Corps Council Grant of \$2,000.00 from the Federal Emergency Management Agency, and;

WHEREAS, these grant funds will provide the Citizen Corps Council with the ability to recruit, train and educate citizen and resident volunteers to assist during times of emergency, and;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance of this grant award by DCEMA for a total amount of \$2,000.00 for the purpose of providing the Delaware County Citizen Corps Council the ability to train, recruit and educate the public.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approves the appropriation of these funds as follows:

Account 21511316	-	5250	-	\$2,000.00		
Vote on Motion	Mr. Jordan	Aye	Mrs. Martin	Absent	Mr. Ward	Aye

**RESOLUTION NO. 03-750**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Erik McPeck has accepted the Summer Intern position with the Sanitary Engineer; effective date June 18, 2003.

Vote on Motion	Mr. Jordan	Aye	Mrs. Martin	Absent	Mr. Ward	Aye
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**RESOLUTION NO. 03-751**

**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 Mr. Ward to adjourn into Executive Session at 10:19AM.

Vote on Motion	Mrs. Martin	Absent	Mr. Jordan	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 03-752**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 10:30AM.

Vote on Motion	Mr. Jordan	Aye	Mrs. Martin	Absent	Mr. Ward	Aye
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There being no further business the meeting adjourned.

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Kristopher W. Jordan

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Deborah B. Martin

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James D. Ward