

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 27, 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

**PUBLIC COMMENT**

**RESOLUTION NO. 03-663**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 22, 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 May 22, 2003 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 03-664**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0523:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0523 and Purchase Orders and Vouchers as listed below:

**PO's**

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Emergency Medical Products,	EMS Training Materials	10011303-5260	\$ 5,084.49
RCC Consultants	Professional Services	40211408-5301	\$ 96,000.00
Defense Technology Corp of Amer.	Personal Protection Kits	21511309-5260	\$ 28,365.27
	Voice Amplifiers	21511309-5260	\$ 18,866.94
	Eyeglass Inserts	21511309-5260	\$ 2,200.00
	Personal Protection Kits	21511312-5260	\$ 1,321.09
R. D. Zande & Assoc.	Contract Plan Review	10011301-5301	\$ 10,000.00
Architecture Ohio Inc.	Contract Plan Review	10011301-5301	\$ 10,000.00
Central Ohio Plan Service	Contract Plan Review	10011301-5301	\$ 10,000.00
Bovis Lend Lease Inc.	Facility Study/Jail/Sheriff	40411414-5410	\$ 10,000.00
Dell Marketing LP	Dell Server	21411306-5450	\$ 5,803.25
		20315101-5450	\$ 5,829.50

**Vouchers**

Hill Equipment Co.	18' Cargo Trailer	21511310-5450	\$ 5,419.00
Zumro, Inc.	Decon Shelter	21511312-5450	\$ 14,727.38
Bd of Dev Disabilities	Board & Care	10011501-5350	\$ 8,750.00
Hamburg Fireworks	2nd Installment/Fireworks	10011102-5317	\$ 12,500.00
Hartford Croton Fair	4-H Center Grant	10011102-5601	\$ 25,157.22
OH Dept of Health	BCMh Crippled Children	10011102-5319	\$ 5,261.54
Quality Control Inspection	Inspections	65111904-5301	\$ 9,600.00

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

**RESOLUTION NO. 03 -665**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Clerk of Courts Office is requesting that Jan Antonoplos attend an Ohio Clerk of Courts Association Summer Conference in Marietta, Ohio June 17, 2003, at the cost of \$150.00.

The Auditor's Office is requesting that Shoreh Elhami and Larisa Kruger attend an ESRI Conference in San Diego, California July 7 to 11, 2003 and that Shoreh Elhami attend the URISA Conference in Atlanta, Georgia October 11 to 15, 2003, at the cost of \$3,930.00.

The Auditor's Office is requesting that Todd Hanks attend an Auditor's Conference in Painesville, Ohio June 9 to 12, 2003, at the cost of \$785.00.

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The Auditor's Office is requesting that Shari Baker attend an Auditor's Conference in Painesville, Ohio June 9 to 11, 2003, at the cost of \$590.00.

The Auditor's Office is requesting that Seiji Kille attend an Auditor's Conference in Painesville, Ohio June 9, 2003, at the cost of \$105.00.

The Auditor's Office is requesting that Melanie Mayes attend an Auditor's Conference in Painesville, Ohio June 11, 2003, at the cost of \$105.00.

The Engineer's Office is requesting that Chris McGrew, Ron Ford, Clint Matlack and Doug Riedel attend the 2003 Ohio Public Works Expo in Dublin, Ohio June 24 to 27, 2003, at the cost of \$450.00.

The Environmental Services Department is requesting that James Rutherford attend an Electrical Troubleshooting Course in Columbus, Ohio June 19 and 20, 2003, at the cost of \$790.00.

The Commissioners Office is requesting that Dave Cannon attend the CCAO Summer Conference in Dayton, Ohio June 2 to 3, 2003, at the cost of \$350.00.

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

**RESOLUTION NO. 03-666**

**IN THE MATTER GRANTING THE ANNEXATION PETITION OF 12.918 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:**

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

Whereas on April 24, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Smith and Hale, agent for the petitioners, of 12.918 Acres, more or less, in Liberty Township 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 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 or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 12.918 Acres, more or less, in Liberty Township to the City of Delaware.

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

**RESOLUTION NO. 03-667**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, RICHARD C. BRAHM, REQUESTING ANNEXATION OF 12.545 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to acknowledge that on May 21, 2003, the Clerk to the Board of Commissioners received an annexation petition request to annex 12.545 acres from Orange Township to the City of Columbus.

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

**RESOLUTION NO. 03-668**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:**

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

<b>TRANSFER OF APPROPRIATION</b>		
FROM:	TO:	AMOUNT
28831313-5450	28831313-5333	
Roads & Bridges Fines/Mach & Equip (over \$5000)	Roads & Bridges Fines/Installation Charges	\$ 840.00

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28831313-5450	28831313-5260	
Roads & Bridges Fines/Mach & Equip (over \$5000)	Roads & Bridges Fines/Inv. Equip (>\$500 < \$4999)	\$ 1,759.00
28831313-5450	28831313-5228-22804	
Roads & Bridges Fines/Mach & Equip (over \$5000)	Roads & Bridges Fines/Vehicle Maint & Repair	\$ 1,701.00
Vote on Motion	Mr. Ward	Aye
	Mr. Jordan	Aye
	Mrs. Martin	Aye

**RESOLUTION NO. 03-669**

**IN THE MATTER OF APPROVING A COMMENCEMENT DATE AGREEMENT BETWEEN TULLER SQUARE NORTHPOINTE LLC AND THE DELAWARE COUNTY COMMISSIONERS FOR THE CLERK OF COURTS TITLE OFFICE AT 8647 COLUMBUS PIKE, LEWIS CENTER, OHIO 43035:**

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

**Commencement Date Agreement**

This Commencement Date Agreement, dated this 19<sup>th</sup> day May, 2003, by and between, Tuller Square Northpointe LLC, an Ohio limited liability company, hereinafter called the "landlord", whose address is 191 W Nationwide Blvd., Suite 200 Columbus, Ohio 43215-2568 and, Delaware County Commissioners, hereinafter "Tenant", whose address is 91 North Sandusky St., Delaware, Ohio 43015.

**Witnesseth:**

**WHEREAS**, Landlord and Tenant have entered into a certain Lease Agreement (the "Lease") dated April 8, 2003 for 8647 Columbus Pike, Lewis Center, Ohio 43035, (the "Premises"), said Premises being located in the Landlord's property known as the North Pointe Plaza Shopping Center;

**WHEREAS**, Landlord and Tenant desire to memorialize in writing the date of commencement and the date of expiration of the term of said Lease;

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. The date on which the term of the aforesaid Lease commenced is May 19, 2003 (the "Commencement Date"), and the date of expiration of the same shall be May 31, 2008 (the "Expiration Date"). All contingency clauses or conditions as to the effectiveness of the Lease contained in Tenant's favor in the Lease are hereby deemed waived and/or satisfied (to the extent not previously waived or satisfied) as of said date of commencement.
2. Except for the foregoing stipulations, this instrument in no way alters, changes, modifies, or amends the aforesaid Lease.

In Witness whereof, the Landlord and Tenant have caused this instrument to be executed this 19, day of May, 2003.

Vote on Motion	Mrs. Martin	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 03-670**

**IN THE MATTER OF APPROVING A PLAT FOR SELDOM SEEN ACRES 2:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the plat for Seldom Seen Acres 2.

**Seldom Seen Acres 2**

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, In Farm Lot 10 In Quarter Township 3, Township 3 North, Range 19 West And In Farm Lot 36 In Quarter Township 4, Township 3 North, Range 19 West, United States Military Lands, Containing 9.004 Acres Of Land, More Or Less, Of Which, 6.060 Acres, More Or Less, Lies Within Said Farm Lot 10 And 2.944 Acres, More Or Less, Lies Within Said Farm Lot 36, Said 9.004 Acres More Of Less, Being All Of Lots Nos. 3418, 3419 And 3420, As Shown Upon Plat Of Seldom Seen Acres, Of Record In Plat Cabinet 2, Slides 245, 245a And 245b, And Easements Through A Portion Of Farm Lot 35 In Quarter Township 4, Township 3 North, Range 19 West, All References Being To The Recorder's Office, Delaware County, Ohio, Said Lots Nos. 3418 And 3420 Having Been Conveyed To SSA, Ltd., By Deeds Of Record In Official Record 57, Page 2619, And Official Record 120, Page 1119, Respectively, And Said Lot No. 3419 Having

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Been Conveyed As A Portion Of An Original 19.319 Acre Tract Of Land To Murray And Sylvia E. Ebner By Deed Of Record In Deed Book 604, Page 182. Cost \$9.00.

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

**RESOLUTION NO. 03-671**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR ESTATES OF GLEN OAK SECTION 2 AND SELDOM SEEN ACRES 2:**

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

**Estates Of Glen Oak Section 2**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 27<sup>th</sup> day of May 2003, between **DOMINION HOMES**, as evidenced by the **ESTATES OF GLEN OAK SECTION 2** 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 5/19/03, 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 **FIFTY-FIVE THOUSAND EIGHT 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.

**Seldom Seen Acres 2**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 27<sup>th</sup> day of May, 2003 between **SELDOM SEEN ACRES LTD.**, as evidenced by the **SELDOM SEEN ACRES 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 3/13/03, 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 said improvements.

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

**All public improvement construction** shall be performed within two years from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-SIX THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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**Upon the completion of construction**, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

**Acceptance of the roads and drainage structures** in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

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

**RESOLUTION NO. 03 -672**

**IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF NEW GREEN HIGHLANDS DEVELOPMENT FOR CONSTRUCTION OF WOODS OF DORNOCH SECTION 3:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve taking action against the bond of New Green Highlands Development:

**Woods of Dornoch Section 3**

In May, 2001, your Board entered into an agreement with New Green Highlands Development for the above referenced project. On January 14, 2003, the Engineer sent New Green Highlands a pre-final punchlist of the items remaining to complete this project. On January 28, 2003, the Engineer sent a reminder by certified mail that their bond was due to expire in February, 2003, and the work would need to be completed by that date. As the result of that letter, the Engineer agreed to let them extend their maintenance bond until May 31, 2003 to allow them to complete the work during more desirable weather conditions. On May 12, 2003, another letter was sent via certified mail, again reminding them that the work was incomplete and that the Engineer's Office would not allow them to extend their bond again.

As of this date, they still have not finalized all the improvements as necessary. The Engineer is, therefore, requesting approval to take action against their maintenance surety should they fail to complete the work prior to the bond's expiration of May 31, 2003.

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

**RESOLUTION NO. 03 -673**

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

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

Permit #	Applicant	Location	Type of Work
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U03070	Sprint	S. Old 3C Highway	Replace buried cable
U03071	Verizon	Curtis Road	Relocate buried cable
U03072	Verizon	Main Road	Bury cable
U03073	Consolidated Electric	Newhouse Road	Set utility pole

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

**RESOLUTION NO. 03-674**

**SETTING BID OPENING DATE AND TIME FOR TEMPORARY STAFFING SERVICES FOR DELAWARE COUNTY:**

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

**PUBLIC NOTICE  
INVITATION TO BID**

Sealed bids will be received by the Delaware County Engineer’s Office, Delaware County, Ohio, 50 Channing Street, Delaware, Ohio 43015 at **10:00 AM on Monday, June 16, 2003** at which time they will be publicly opened and read and multiple contracts awarded as soon as possible, for **Temporary Staffing Services for Delaware County.**

Each bid must contain the full name of every person or company interested in same. Due to unpredictable demand or position needs for temporary employee staffing services, contracts will be awarded to at least two (2) bidders deemed best by Delaware County. Bid specifications may be obtained from Delaware County Engineers Office, 50 Channing Street, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any informality in any or all bids, to accept the bid or part it deems most favorable to the County after the bids have been examined and checked, and subject to the approval of the County Commissioners. Bids shall be submitted in a sealed envelope marked “Sealed Bid for Temporary Staffing Services.” No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

**RESOLUTION NO. 03-675**

**IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH COUNTRYSIDE CONSTRUCTION FOR THE BLUE CHURCH ROAD OVER LITTLE WALNUT CREEK BRIDGE REPLACEMENT:**

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

**Blue Church Road Over Big Walnut Creek Bridge Replacement  
Bid Opening of May 19, 2003**

As a result of the referenced bid opening, The Engineer recommends that an award be made to Countryside Construction, the low bidder for the project. Two copies of the Contract with Countryside are available for your approval.

**CONTRACT FOR CONSTRUCTION OF COUNTY ROAD IMPROVEMENT  
Blue Church Road over Little Walnut Creek Bridge Replacement  
DEL-TR-67-2.83  
Kingston Township, Delaware County, Ohio**

**AGREEMENT**, made and entered into this 27<sup>th</sup> day of May, 2003, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, hereinafter designated as **FIRST PARTY**, and **Countryside Construction**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **ONE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED TWENTY NINE DOLLARS AND NINETY-EIGHT CENTS (\$163,929.98)**, which is based on the unit prices on the attached **BID BLANK**, with any increases, decreases or adjustments in estimated quantities or prices as allowed by the general specifications, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **Blue Church Road over Little Walnut Creek Bridge Replacement, DEL-TR-67-2.83**, in accordance with all plans, drawings, general specifications and 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 said work and labor promptly, in a

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good, substantial and workmanship manner, under the direction and supervision of the Delaware County Engineer. Work is to be completed no later than **August 15, 2003**, with provision made for weather delays and unforeseen circumstances as allowed by the general specifications, or unless specifically authorized in writing by the **Delaware County Engineer**.

**SECOND PARTY** hereby agrees to hold **DELAWARE 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 subcontractors, 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 and/or any and all Subcontractor's payroll record for employees performing work on said project. Contractor is also responsible for 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            Aye            Mr. Ward            Aye

**RESOLUTION NO. 03-676**

**IN THE MATTER OF APPROVING AN APPLICATION FOR FEMA REIMBURSEMENT OF WINTER MAINTENANCE COST:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the application for FEMA reimbursement of winter maintenance cost. (A Copy of the 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. 03-677**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS SCIOTO RESERVE SECTION 4, PHASE 9:**

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:

<b>Scioto Reserve Section 4, Phase 9</b>	1,769 feet of 8 inch sewer	10 manholes
	566 feet of 10 inch sewer	

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

**RESOLUTION NO. 03-678**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE VILLAGE AT ALUM CREEK SECTION 7 AND HARBOR POINTE SECTION 4 PHASES A AND B:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve sanitary sewer plans for The Village At Alum Creek Section 7 and Harbor Pointe Section 4 Phases A and B for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 03-679**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR THE COMMONS OF POWELL AND ABBEY KNOLL, SECTION 4:**

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

**The Commons Of Powell**

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

THIS AGREEMENT executed on this 27<sup>th</sup> day of May 2003, by and between THE COMMONS OF POWELL LLC SUBDIVIDER, as evidenced by THE COMMONS OF POWELL Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, and the 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



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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 (\$80,533.56) 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 \$6,400.00, 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.

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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.

**Abbey Knoll, Section 4**

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

THIS AGREEMENT executed on this 27<sup>th</sup> day of May 2003, by and between Rockford Homes, Inc., SUBDIVIDER, as evidenced by the **Abbey Knoll, 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 **\$153,400.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 52 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 (**\$113,650.00**) 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 DELAWARE COUNTY SANITARY ENGINEER the sum of **\$7,955.00**, 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.

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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:

(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.

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

**RESOLUTION NO. 03-680**

**IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LARRY WALLACE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 27<sup>th</sup> day of May, 2003, by and between Larry Wallace, 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 Plat. (Available in the Sanitary Engineer's Office).

The purchase price of said Easement is Five Hundred Dollars (\$500.00), to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before June 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's Office).

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$500.00 to Larry Wallace. (Key # 65511918-5401).

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

**RESOLUTION NO. 03-681**

**IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE**

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**DELAWARE COUNTY COMMISSIONERS AND PATRICK MURPHY:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 27<sup>th</sup> day of May, 2003, by and between Patrick Murphy, 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 Plat. (Available in the Sanitary Engineer's Office).

The purchase price of said Easement is Thirty Seven Thousand Two Hundred Dollars (\$37,200.00), (\$37,200.00 = \$5,300.00 for land plus \$31,900.00 for tree replacement) to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before June 10, 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's Office).

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$37,200.00 to Patrick Murphy. (Key # 65511918-5401 for \$5,300.00 and Key # 65511918-5319 for \$31,900.00).

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

**RESOLUTION NO. 03-682**

**IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ELIZABETH M. AND SCOTT E. FAGAN:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 27<sup>th</sup> day of May, 2003, by and between Elizabeth M. and Scott E. Fagan, 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 Plat. (Available in the Sanitary Engineer's Office).

The purchase price of said Easement is Ten Thousand Two Hundred and Fifty Dollars (\$10,250.00) (\$10,250.00 = \$4,000.00 for land plus \$6,250.00 for tree replacement) and one (1) sanitary sewer capacity fee (\$5,900.00), to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before June 10, 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's Office).

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$16,150 to Elizabeth M. and Scott E. Fagan. (Key # 65511918-5401 for \$9,900.00 and Key # 65511918-5319 for \$6,250.00).

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

**RESOLUTION NO. 03-683**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND E.C. BABBERT, INC FOR CONVEYANCE OF WASTE WATER:**

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

**AGREEMENT**

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THIS AGREEMENT, MADE THIS 27 day of May, 2003, By and between The Delaware County Commissioners, hereinafter called "OWNER" and E.C. Babbert, Inc., doing business as (individual, partnership, or corporation) hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter Mentioned:

1. The CONTRACTOR will furnish and deliver: **Conveyance of Waste Water**
2. The CONTRACTOR will furnish all of the services described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$00.05 per gallon of wastewater loaded and delivered to the Olentangy Environmental Control Center (10333 Olentangy River Road, Powell, Ohio 43065) and not to exceed \$50,000.00 per year for the term of the contract.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information and specifications for Bidders
  - (C) General Instruction to bidders
  - (D) Form of Bid
  - (E) Form of Noncollusion Affidavit
  - (F) Personal Property and Real Estate Tax Affidavit
  - (G) Agreement
  - (H) Legal and Fiscal Officers
  - (I) Notice of Award
  - (J) Notice of Proceed
6. The OWNER will pay the CONTRACTOR monthly within 30 days after delivery and acceptance of the invoice. In the event the OWNER or the CONTRACTOR desires to terminate this AGREEMENT, it may be terminated upon 30 day written notice by the party desiring to terminate. The CONTRACTOR shall be paid for services performed up to the time of termination.
7. This agreement shall become effective on May 1, 2003, and remain in effect through May 1, 2004, and shall not be construed to provide for the exclusive of the CONTRACTOR or to guarantee utilization of the above stated services.

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

**RESOLUTION NO. 03-684**

**IN THE MATTER OF AWARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ) FOR CULTURAL RESOURCES MANAGEMENT SERVICES FOR THE DELAWARE COUNTY SANITARY ENGINEER TO WELLER AND ASSOCIATES:**

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

WHEREAS, Delaware County received responses for statement of qualifications (SOQ) for Cultural Resources Management Services, for the Delaware County Sanitary Engineer, on May 12, 2003 and;

WHEREAS, after carefully reviewing the statements received, the statement of qualifications submitted By Weller And Associates has been ranked the highest.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept the statement of qualifications submitted by Weller And Associates, for Cultural Resources Management Services For The Delaware County Sanitary Engineer.

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

**RESOLUTION NO. 03-685**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY MANAGEMENT AGENCY:**

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

<b>TRANSFER OF APPROPRIATION</b>		
<b>FROM:</b>	<b>TO:</b>	<b>AMOUNT</b>

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21511312-5260	21511312-5450	
EMA Homeland Sec Grant/Equip >\$500< \$4999	EMA Homeland Sec. Grant/Equip (over \$5000)	\$4,421.00

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

**RESOLUTION NO. 03-686**

**IN THE MATTER OF APPROVING AN APPLICATION TO RENEW AN OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES/T.E.A.M. MENTOR GRANT:**

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

Grant #	21-09018-00-YMENT-P-03-0221
Source:	Ohio Department of Alcohol and Drug Addiction Services
Grant Period:	July 1, 2003 to June 30, 2004
Federal Grant Amount:	\$ 38,500.00
No Local Match:	<u>0.00</u>
Total Grant Amount:	\$ 38,500.00

T.E.A.M. (Together Everyone Achieves More) Mentor Program, a violence prevention project operated by the Delaware County Juvenile Court, creates caring one-on-one mentor matches between trained adults and the community's troubled youth. During weekly meetings, matches may study, engage in positive activities such as dining, movies, sporting and theater events, athletic activities, or simply "hanging out" together. Mentors introduce the youth to activities and opportunities that may otherwise be missing from his or her life, demonstrating that attractive alternatives to delinquent behavior do exist.

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

**RESOLUTION NO. 03-687**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER CHILDREN'S EXPRESS LEARNING STATION:**

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Children's Express Learning Station 623 W. Main Street West Jefferson, Ohio 43162	Infant	\$138.00	\$ 93.00	\$25.00 Registration Fee
	Toddler	\$123.00	\$ 82.00	
	Preschool	\$108.00	\$ 72.00	

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request to Children's Express Learning Station in the amount of \$10,000.00. (Key # 22411606-5348).

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

**RESOLUTION NO. 03-688**

**IN THE MATTER OF TRANSFERRING PROPERTY TO THE CENTRAL OHIO MENTAL HEALTH CENTER:**

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

WHEREAS, the Central Ohio Mental Health has requested the Board of County Commissioners of Delaware County, Ohio to hereby resolve to pass a resolution to transfer 250 South Henry Street, Delaware, Ohio 43015-2978 to the Central Ohio Mental Health Center as permitted by Section 12.4 of the Lease Agreement.

**RESOLUTION**

BE IT RESOLVED, that the Board of County Commissioners of Delaware, County, Ohio, hereby resolve to pass a resolution to transfer 250 South Henry Street, Delaware, Ohio 43015-2978 to the Central Ohio Mental Health Center. The County will prepare and deliver to COMHC on the acquisition date a deed conveying good and marketable title to the Project subject to the following: (a) those liens and encumbrances (if any) to which title to said Project was subject to when originally conveyed to the County; (b) those liens and encumbrances created by COMHC or to the creation or suffering of which COMHC consented; (c) those liens and

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encumbrances resulting from the failure of COHMC to perform or observe any of the agreements on its part contained in the Lease Agreement; (d) permitted encumbrances (as defined in the Lease Agreement) and the Lease Agreement itself; and (e) the rights and title of any condemning authority. In return COMHC will pay the County on the transfer date the sum of \$100, (b) pay the current bondholder on the transfer date the outstanding principal balance of the Bonds plus any accrued interest due through the acquisition date and (c) any additional payments due under the Lease Agreement.

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

**RESOLUTION NO. 03-689**

**IN THE MATTER OF APPROVING THE SETTLEMENT AGREEMENT WITH CONLEY R. TINCHER VERSES THE DELAWARE COUNTY, OHIO SHERIFF'S OFFICE:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the settlement amount of \$31,625.00 to Conley R. Tinchler verse the Delaware County Sheriff's Office.

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

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

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Letha George, Clerk to the Commissioners