

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 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

- 1) Jessie Carter from the Delaware City/County Health District gave an update on the Litter Summit and reminded people that Saturday September 20, 2003 is the Olentangy River Sweep.
- 2) Phil Terry of the Fair Board thanked the Commissioners for their help on the Jr. Show Building and wanted to public thank Bill Millhoan for his work on the building.
- 3) Chip Thomson asked the Commissioners to consider an additional 3% Bed Tax for the County.

RESOLUTION NO. 03-1203

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 8, 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 September 8, 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. 03-1204

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0911A, CMAPR0911B AND CMAPR0912:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0911A, CMAPR0911B and CMAPR0912 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Gateway Companies Inc.	Intel Pentium Processor	21411306-5450	\$ 11,400.00
Increases			
Roadmaster Drivers School	Client Tuition	22411603-5350	\$ 8,000.00
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$ 20,000.00
Tony & Tammy McWherter	Board & Care	22511607-5350	\$ 5,000.00
Roy & Barb Underwood	Board & Care	22511607-5350	\$ 5,000.00
James & Rachael Church	Board & Care	22511607-5350	\$ 5,000.00
Brian & Tracey Shanfeld	Board & Care	22511607-5350	\$ 5,000.00
Marilyn Skinner	Board & Care	22511607-5350	\$ 5,000.00
Vouchers			
Ameritas Insurance Corporation	September 2003 Statement	75010903-530130102	\$ 9,858.44
Springfield Ford Inc.	2003 Ford Truck	65211919-5450	\$ 15,348.00
3 SG Corporation	Imaging	40411413-5450	\$ 35,985.30
Craig Alan Williams	Design Work for 149	40111402-5410	\$ 6,686.00
3 SG Corporation	Imaging	40411413-5450	\$ 11,227.29
Malcolm Pirmie	Residuals Master Plan Study	65211919-5301	\$ 13,527.29
Barefoot and Case	Chemical Feed System/Alum Creek	65211919-545045020	\$ 6,895.00
AEP	Serv/ACWRF & Pumpstations	65211919-533833802	\$ 37,262.77
Upper Valley Medical Center	Cluster	22511608-534234215	\$ 10,354.00
Villa Angela Care Center	Cluster	22511608-534234215	\$ 7,939.00
Children's World	Child Care	22411606-5348	\$ 6,360.00
Verizon	Maintenance Contract	21411306-5325	\$ 15,799.80
	Maintenance Contract	10011304-5325	\$ 15,799.80
B & C Communications	Installation of Radios for Sheriff	40211408-533333301	\$ 7,623.03
Ben Bro Enterprises	Bldg/Land Rental	10011105-533533502	\$ 14,625.00
Defense Tech. Of America	EMS PPE Kits	21511312-5260	\$ 32,166.42

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

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RESOLUTION NO. 03-1205

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the Treasurer's Report. (Copy available for review at the Commissioner's office until no longer of administrative use.)

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

RESOLUTION NO. 03-1206

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM ZOSO INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Zoso Inc. has requested a new D3A permit located at 9999 Sawmill PKWY Liberty Twp Powell, Ohio and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 03 -1207

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Services Department is requesting that Sheila Perin attend a Training on the Indispensable Assistant in Columbus, Ohio November 19, 2003, at the cost of \$164.00.

The Department of Job and Family Services is requesting that Larry Hager, Pam Pruettt and Angela Rayburn attend a Food Stamp Payment Accuracy Conference in Dublin, Ohio October 28 to 29, 2003, at no cost.

The Commissioners Office is requesting that Debbie Martin and Mona Reilly attend a NACO Health and Human Services Conference in Miami, Florida November 6 to 9, 2003, at the cost of \$2,565.00.

The Auditor's office is requesting that Dedra Hall attend a Bi-tech Software National User's Group Conference in Chicago, Illinois October 15 to 18, 2003, at the cost of \$1,214.00.

The Auditor's office is requesting that Brad Higgins and Seiji Kille attend a Bi-tech Software National User's Group Conference in Chicago, Illinois October 16 to 17, 2003, at the cost of \$1,714.60.

The Environmental Services Department is requesting that Brian McGinniss attend a Wastewater Education Seminar in Columbus, Ohio November 3 to 4, 2003, at the cost of \$325.00.

The Environmental Services Department is requesting that Lyndon Johnson attend a SEOWEA Section Meeting in Cambridge, Ohio October 9, 2003, at the cost of \$25.00.

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

RESOLUTION NO. 03-1208

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the Tuition Assistance requests as follows:

Angela Thomas 2 Classes \$2,600.00

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

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RESOLUTION NO. 03-1209

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE BOARD OF MRDD:

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

TRANSFER OF APPROPRIATION

FROM	TO	
29552501-5801 Developmental Disabilities/Transfers	29552501-5215 Developmental Disabilities/Program Supplies	\$ 15,000.00
29552501-5801 Developmental Disabilities/Transfers	29552501-5250 Developmental Disabilities/Minor Tools & Equip	\$ 45,000.00
29552501-5801 Developmental Disabilities/Transfers	29552501-5255 Developmental Disabilities/Office Furniture	\$ 15,000.00
29552501-5801 Developmental Disabilities/Transfers	29552501-5260 Developmental Disabilities/Inventoried Tools	\$ 15,000.00
29552501-5801 Developmental Disabilities/Transfers	29552501-5265 Developmental Disabilities/Inventoried Furniture	\$ 10,000.00
29552501-5901 Developmental Disabilities/Contingency	29552501-5301 Developmental Disabilities/Professional Services	\$ 50,000.00
29552501-5901 Developmental Disabilities/Contingency	29552501-5320 Developmental Disabilities/Data Processing Services	\$ 50,000.00
29552501-5901 Developmental Disabilities/Contingency	29552501-5328 Developmental Disabilities/Maintenance & Repair	\$ 20,000.00
29552501-5901 Developmental Disabilities/Contingency	29552501-5342 Developmental Disabilities/Medical & Health Services	\$ 55,000.00
29552501-5901 Developmental Disabilities/Contingency	29552501-5350 Developmental Disabilities/Human Services	\$ 25,000.00
29552501-5901 Developmental Disabilities/Contingency	29552501-5120 Developmental Disabilities/PERS	\$100,000.00

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

RESOLUTION NO. 03-1210

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR SHORES SECTION 13 AND VILLAGES OF OAK CREEK PHASE 12:

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

Shores Section 13

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 15th day of September 2003, between **EVERGREEN LAND COMPANY**, as evidenced by the **SHORES SECTION 13** 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

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remaining construction as shown in the Engineer's Estimate approved 8/19/03, 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 **TWENTY-ONE THOUSAND FIVE HUNDRED THIRTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

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

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the

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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.

Villages Of Oak Creek Phase 12

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 15th day of September, 2003 between **HOMEWOOD CORPORATION**, as evidenced by the **VILLAGES OF OAK CREEK PHASE 12** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 8/19/03, 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 said improvements.

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have

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

RESOLUTION NO. 03-1211

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WOODS OF DORNOCH SECTION 3 AND SHERBROOK PHASE 10:

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

Woods of Dornoch Section 3

The roadways to be accepted are as follows:

- An addition of 0.10 mile to **Township Road Number 976, Covered Bridge Drive**
- An addition of 0.13 mile to **Township Road Number 1230, Maketewah Drive**

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

Sherbrook Phase 10

The roadways to be accepted are as follows:

- An addition of 0.22 mile to **Township Road Number 1299, Nightshade Drive**
- **Greenery Court**, to be known as **Township Road Number 1367**

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

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

RESOLUTION NO. 03-1212

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WOODS OF DORNOCH SECTION 3 AND SHERBROOK PHASE 10:

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

Stop Conditions – Woods of Dornoch Section 3

- On Township Road Number 976, Covered Bridge Drive, at its intersection with Township Road Number 1230, Maketewah Drive

Stop Conditions – Sherbrook Phase 10

- On Township Road Number 1367, Greenery Court, at its intersection with Township Road Number 1299, Nightshade Drive

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

RESOLUTION NO. 03-1213

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR CAMBRIDGE ESTATES SUBDIVISION AND WILLOW BEND SECTION 2:

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

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Cambridge Estates Subdivision

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

In accordance with the Subdivider's Agreement, the Engineer recommends that the maintenance bond be set at **\$77,000** for the duration of the one year maintenance period. A Bond in that amount is available. He also request approval to return the Bond being held as construction surety to the developer, Cambridge Land Investment, LLC.

Willow Bend Section 2

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

In accordance with the Subdivider's Agreement, the Engineer recommends that the maintenance bond be set at **\$37,200** for the duration of the one year maintenance period. A Bond in that amount is available. He also request approval to return the Bond being held as construction surety to the developer, Big Walnut Associates.

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

RESOLUTION NO. 03 -1214

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
U03140	Columbia Gas	Wedgewood Section 11	Install gas main

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

RESOLUTION NO. 03-1215

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH EAGLE BRIDGE COMPANY FOR THE LIBERTY NORTH BRIDGES PROJECT:

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

**Liberty North Bridges
Bid Opening of September 8, 2003**

As a result of the referenced bid opening, The Engineer recommends that an award be made to Eagle Bridge Company of Sidney, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

CONTRACT

AGREEMENT, made and entered into this 15th day of September 2003, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **EAGLE BRIDGE COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **THREE HUNDRED FIFTY-SIX THOUSAND NINETY-FIVE DOLLARS AND FIFTY-EIGHT CENTS (\$356,095.58)**, 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 **LIBERTY NORTH BRIDGES**, 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 **August 6, 2004**.

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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. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-1216

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE, PLAN AND SETTING BID OPENING DATE AND TIME FOR THE 2003 ROAD MARKING PROJECT:

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

INVITATION TO BID

Sealed proposals will be received at the **Delaware County Engineer's Office, 50 Channing Street Delaware, Ohio 43015 until 10:00 a.m. local time on October 6, 2003** for furnishing all labor, materials and equipment necessary to complete **the project known as 2003 Road Marking Project** and at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be picked up at the Delaware County Engineer's Office, 50 Channing St. Delaware, Ohio 43015. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 154.54 of the Ohio Revised Code. Bid Security furnished in Bond form shall be issued by a Surety Company or corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owners intend and require that this project be completed no later than October 31, 2003.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Delaware County as determined by the Ohio Bureau of Employment Services, Wage and Hour Division.

The Delaware County Engineer's Office reserves the right to waive irregularities and to reject any or all bids.

ESTIMATE FOR PROJECT \$ 82,706.20

SCOPE OF WORK

This project consists of striping approximately 55 miles of County and Township roads. The striping will include centerline, edge line, stop bars, school symbols and railroad symbols. Type of paint will be Item 642 (Type 1), Item 643, and Item 644. Item 642, type 1 paint will be used on all Item 409 roadways, while Item 643, type 1 paint will be used on all asphalt roadways.

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

RESOLUTION NO. 03-1217

IN THE MATTER OF APPROVING CHANGES TO THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PREVENTION, RETENTION, AND CONTINGENCY PLAN AGREEMENT:

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

**Changes to Prevention, Retention, and Contingency Plan
9/8/03**

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date of September 11, 2003, for Private Rehabilitation, located at 25 N. Columbus Ave, Sunbury, Ohio, and

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

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County amend the original Invitation to Bid for prospective bidders and extend the bid opening date to **Wednesday, 24 September 2003, at 9:40 a.m. (EST)**. This bid opening will be held at the Commissioners Hearing Room located at 101 N. Sandusky St., Delaware, Ohio

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

RESOLUTION NO. 03-1222

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY'S HOUSING IMPROVEMENT PROGRAM (DCHIP) PRIVATE HOUSING REHABILITATION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Wednesday, September 24, at 9:45 am**. The bid is for a single-family unit located at 19 Vine Street, Ashley, Ohio. This bid opening will be held at the Commissioners Hearing Room located at 101 N. Sandusky St., Delaware, Ohio.

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

RESOLUTION NO. 03-1223

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATION

		AMOUNT
10011109-5305	Employee Relations	\$ 15,000.00
10011105-5325	Lands & Building/Maintenance Contracts	\$ 15,000.00
10011105-5328	Lands & Buildings/Maintenance & Repair	\$ 10,000.00
10011105-5331	Lands & Buildings/Postal & Freight Services	\$ 5,000.00
10011105-5335	Lands & Buildings/Rental Services	\$ 15,000.00
10011105-5338	Lands & Buildings/Utilities	\$ 45,000.00
10011106-5228	Service Center/Maintenance & Repairs	\$ 98,800.00
10026202-5360	Juvenile Correctional Center/Court Services	\$ 82,987.08
10010101-5120	Auditor/PERS	\$ 24,000.00
10010102-5120	Personal Property/PERS	\$ 3,650.00
10011101-5120	Commissioners/PERS	\$ 10,500.00
10011105-5120	Lands & Buildings/PERS	\$ 32,500.00
10011106-5120	Service Center/PERS	\$ 2,600.00
10011202-5120	Public Defender/PERS	\$ 1,700.00
10011301-5120	Code Compliance/PERS	\$ 33,000.00
10011302-5120	Safety/PERS	\$ 1,100.00
10012101-5120	Prosecutor/PERS	\$ 4,500.00
10012301-5120	Victims Assistance/PERS	\$ 2,000.00
10013101-5120	Recorder/PERS	\$ 9,400.00
10014101-5120	Treasurer/PERS	\$ 4,000.00
10016101-5120	Board of Elections/PERS	\$ 22,000.00
10020201-5120	Clerk of Courts/PERS	\$ 20,000.00
10021201-5120	Common Pleas Whitney/PERS	\$ 11,000.00
10022201-5120	Common Pleas Krueger/PERS	\$ 13,000.00
10022202-5120	Intensive Supervision/PERS	\$ 3,000.00

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10026319-5120	School Liaison/PERS	\$ 3,000.00
10027201-5120	Probate Court/PERS	\$ 3,700.00
10030301-5120	Coroner/PERS	\$ 1,300.00
10031301-5120	Sheriff Deputies/PERS	\$ 125,000.00
10031303-5120	Sheriff Jail/PERS	\$ 130,000.00
10031305-5120	Court Security/PERS	\$ 8,300.00
10040401-5120	Map Dept./PERS	\$ 3,700.00
10062601-5120	Veterans Services/PERS	\$ 8,400.00
20410301-5120	Auditor-Dog & Kennel/PERS	\$ 70.00
21011113-5120	Economic Development/PERS	\$ 2,500.00
21511307-5120	EMA/PERS	\$ 1,500.00
22111502-5120	Litter Grant/PERS	\$ 700.00
23712601-5120	CSEA/PERS	\$ 5,000.00
24414102-5120	Treasurer/Del Tax/PERS	\$ 4,700.00
24820101-5120	Title Admin/Georgetown/PERS	\$ 1,800.00
22511607-5342	Children's Services/Medical & Health Services	\$ 200,000.00
22511608-5342	Local Cluster/Medical & Health Services	\$ 100,000.00
26326204-5120	Juvenile Drug Court/PERS	\$ 300.00
28831313-5120	Roads & Bridges Fines/PERS	\$ 250.00
60111901-5120	Property & Causality Insurance/PERS	\$ 600.00
60211902-5120	Health Insurance/PERS	\$ 600.00
66011909-5120	Shawnee Square/PERS	\$ 400.00
66011910-5120	Hoover Woods/PERS	\$ 1,200.00
40111402-5410	Permanent Improvements/Building Improvements	\$ 350,000.00

TRANSFER OF APPROPRIATIONS

FROM

TO

10011105-5001	10011106-5380	
Lands & Buildings/Salaries	Service Center/Other Services	\$ 2,750.00
10011105-5001	10011105-5270	
Lands & Buildings/Salaries	Lands & Buildings/Equipment Parts	\$ 4,700.00
22411601-5001	22411604-5001	
JFS Income Maintenance/Salaries	JFS Child Protection/Salaries	\$ 14,000.00
22411601-5001	22411604-5120	
JFS Income Maintenance/Salaries	JFS Child Protection/PERS	\$ 18,000.00
22411603-5001	22411606-5001	
JFS Workforce/Salaries	JFS Social Services/Salaries	\$ 5,000.00
22411605-5001	22411601-5120	
JFS Administration/Salaries	JFS Income Maintenance/PERS	\$ 6,400.00
22411605-5001	22411606-5120	
JFS Administration/Salaries	JFS Social Services/PERS	\$ 6,000.00
22411602-5316	22411602-5215	
JFS PRC/Application Fees	JFS PRC/Program Supplies	\$ 500.00
22411602-5316	22411602-5296	
JFS PRC/Application Fees	JFS PRC/Household Items	\$ 500.00
22411606-5348	22411606-5215	
JFS Social Services/Professional Services	JFS Social Services/Program Supplies	\$ 1,000.00

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

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There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners