

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 12, 2004

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

8:30 AM Executive Session

9:45 AM Date And Time For County's FY 2004 CDBG Program Public Hearing # 2

RESOLUTION NO. 04-825

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 04-826

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 9:00AM.

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

PUBLIC COMMENT

RESOLUTION NO. 04-827

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 8, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held July 8, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-828

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR079:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR079, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>Vouchers</b>			
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$ 8,940.00
Marathon Ashland Petroleum	Fuel/Facilities Management	10011106-522822801	\$ 8,172.35
State of Ohio Treasurer	State Audit	10011102-5301	\$ 14,925.34
Emergency Med Products	Medical Supplies	10011303-544324303	\$ 6,744.15

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

RESOLUTION NO. 04-829

IN THE MATTER OF CONGRATULATING GRADY MEMORIAL HOSPITAL ON ITS 100<sup>TH</sup> ANNIVERSARY OF INCORPORATION:

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

WHEREAS, on August 10, 1904, the articles of incorporation for the Jane M. Case Hospital were signed and the hospital purchased an older home at the corners of Franklin and Winter Streets in downtown Delaware to begin treating patients;

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WHEREAS, the state of Ohio recognized the incorporation and the County of Delaware warmly welcomed its first and only hospital, one of the few in the state accomplished without any gift of property and with unprecedented financial community support;

WHEREAS, the Jane M. Case Hospital, later to be renamed Grady Memorial Hospital, has been offering care, comfort, and compassion for 100 years;

WHEREAS, its mission statement is "As a progressive healthcare leader, Grady is committed to excellence while providing our community with comprehensive quality services delivered with compassion and personal care,"

WHEREAS, Grady Memorial Hospital is constantly moving forward with state-of-the-art technology and continuing expansion and growth, while maintaining the high standard of care for areas such as women's health services, orthopedics, cancer and heart services, and using the latest technology for procedures such as low-risk cardiac catherizations or digital mammography;

WHEREAS, Grady and its subsidiaries employ more than 600 people and has a medical staff of more than 200 representing a wide variety of specialties;

WHEREAS, in celebration of Grady Memorial Hospital's 100<sup>th</sup> Anniversary, this Delaware County Board of Commissioners wishes to recognize Grady Memorial Hospital as an integral and vital community asset serving Delaware County and surrounding communities.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, State of Ohio:

Section 1: That this Board recognizes Grady Memorial Hospital as a vital asset to Delaware County and surrounding communities and hereby congratulates the hospital on its 100<sup>th</sup> Anniversary.

Section 2: That this Board wishes the best to Grady Memorial Hospital in celebrating its 100<sup>th</sup> Anniversary during 2004 with a variety of activities.

Section 3: That this Board looks forward to working closely with Grady Memorial Hospital for the continued health and wellness of Delaware County and surrounding communities now and in the future.

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

**RESOLUTION NO. 04-830**

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

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

The Department of Job and Family Services is requesting that Rhonda Leasure, Donna Eckman and Chad Richardson attend State Training on "COGNOS" Software for Workforce Investment Activity in Columbus, Ohio, August 18, 2004, at no cost.

The Department of Job and Family Services is requesting that Perry Harper and Chad Richardson attend a SCOTI Labor Exchange Meeting in Columbus, Ohio July 23, 2004, at no cost.

The Child Support Enforcement Agency is requesting that Susan A. Brown attend an Ohio Child Support Director's General Membership Meeting in Newark, Ohio July 15 to 16, 2004, at no cost.

The Child Support Enforcement Agency is requesting that Susan A. Brown attend an Ohio Child Support Director's Legislative Meeting in Columbus, Ohio July 19, 2004, at no cost.

The Department of Job and Family Services is requesting that Angela Thomas and Jacqueline Culbertson attend a Fiscal Forum in Fayette County July 15, 2004, at the cost of \$45.00.

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

**RESOLUTION NO. 04-831**

**IN THE MATTER OF APPROVING PLATS FOR WOODLAND GLEN SECTION 2; THE SHORES SECTION 13; RE-SUBDIVISION OF LOT 1147 OF ORANGE POINT SUBDIVISION NUMBER 2 AND DITCH MAINTENANCE PETITIONS FOR WOODLAND GLEN SECTION 2; THE SHORES SECTION 13 AND SHERMAN LAKES SECTION 1:**

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

**Woodland Glen Section 2**

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Within Farm Lot 16 And 17, Section 1, Township 3, Range 19, United States Military Lands And Being The Remaining 33.328 Acres Of That 38.721 Acre Tract Described In A Deed To Woodland Glen, Llc. Of Record In Deed Volume 472, Page 2388 And All Of That 4.500 Acres Described In A Deed To Woodland Glen, Llc. Of Record In Deed Volume 478, Page 1851. Cost \$93.00.

**The Shores Section 13**

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Being 10.741 Acres And All Of That Tract Conveyed To Evergreen Land Company, An Ohio Corporation, By Deed Of Record In Deed Book 649, Pages 664 Through 670, Recorder's Office Delaware County, Ohio. Originally Being 4.519 Acres Out Of Farm Lot 5, And 6.222 Acres Out Of Farm Lot 11, Section 1, Township 3, Range 18, U.S. Military Lands. Cost \$60.00.

**Re-Subdivision Of Lot 1147 Of Orange Point Subdivision Number 2**

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Being Part Of Farm Lot 23 At Section 2, Township 3, Range 18, United States Military Lands, Containing 4.939 Acres Of Land, More Or Less, Said 4.939 Acres Being All Of Lot 1147 As Said Lot 1147 Is Shown And Delineated Upon The Recorded Plat Of Orangepoint Subdivision No. 2, Of Record In Plat Book 20 Page 46 And Conveyed To Green Meadows North Llc Of Record On Instrument Volume 0427, Page 1666, Both Being Of Record In The Recorder's Office, Delaware County, Ohio. Cost \$6.00

**Ditch Maintenance Petition- Woodland Glen Section 2**

We the undersigned owners of 37.829 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Woodland Glen Section 2** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Woodland Glen Section 2** Subdivision.

The cost of the drainage improvements is \$224,754.90 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-one (31) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$7,250.16 per lot. An annual maintenance fee equal to 2% of this basis \$145.00 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,495.10 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

**Ditch Maintenance Petition-The Shores Section 13**

We the undersigned owners of 10.741 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **The Shores Section 13** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve

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this action in conjunction with the approval of **The Shores Section 13** Subdivision.

The cost of the drainage improvements is \$118,503.95 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Twenty (20) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$5,925.20 per lot. An annual maintenance fee equal to 2% of this basis \$118.50 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,370.08 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

**Ditch Maintenance Petition-Sherman Lakes Section 1**

We the undersigned owners of 18.52 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as **Sherman Lakes Section 1** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Sherman Lakes Section 1** Subdivision.

The cost of the drainage improvements is \$85,072.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-five (35) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,430.63 per lot. An annual maintenance fee equal to 2% of this basis \$48.62 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

**RESOLUTION NO. 04-832**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR EAGLE TRACE SECTION 3, PHASE A; WILSHIRE SECTION 6, PHASE B AND THE SHORES SECTION 13:**

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

**Eagle Trace Section 3, Phase A**

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 **\$36,651** for the duration of the one year maintenance period. A Bond in that amount is currently in place. The Engineer also request approval to return the Bond being held as construction surety to the developer, Centex Homes.

**Wilshire Section 6, Phase B**

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 **\$77,100** for the duration of the one year maintenance period. A Bond in that amount is available. The

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Engineer also request approval to return the Bond being held as construction surety to the developer, Centex Homes.

**The Shores Section 13**

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 **\$27,000** for the duration of the one year maintenance period. A Bond in that amount is currently in place.

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

**RESOLUTION NO. 04-833**

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

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

Permit #	Applicant	Location	Type of Work
U04090	Columbus Southern Power	Big Walnut Road	Bore under road
U04105	Del-Co Water	Kelly McMaster Road	Install 2 road bores & bury waterline
U04107	American Electric Power	S. Old 3C Highway	Install poles

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

**RESOLUTION NO. 04-834**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND FRANK H. AND RUTH A. FISHER, HUSBAND & WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 12<sup>TH</sup> day of July 2004, by and between FRANK H. AND RUTH A. FISHER, HUSBAND & WIFE, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer’s Office)

The purchase of said road right of way is Five Hundred Sixty Two Dollars (\$562.00), plus Twelve Thousand Eight Hundred Fifteen Dollars (\$12,815.00) for improvements and One Thousand Fifty Dollars (\$1,050.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$14,427.00 to Frank H. and Ruth A. Fisher, Husband and Wife.

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

**RESOLUTION NO. 04-835**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LARRY W. AND PATRICIA A. CLARK, HUSBAND & WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 12<sup>TH</sup> day of July 2004, by and between LARRY W. AND PATRICIA A. CLARK, HUSBAND & WIFE, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

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WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer’s Office)

The purchase of said road right of way is Three Thousand One Hundred Fifty One Dollars (\$3,151.00), plus Seventeen Thousand Seven Hundred Twenty Three Dollars (\$17,723.00) for improvements and Three Hundred Ninety Dollars (\$390.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$21,264.00 to Larry W. and Patricia A. Clark, Husband and Wife.

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

**RESOLUTION NO. 04-836**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF WESTERVILLE FOR THE MAXTOWN ROAD /TUSSIC STREET AND MAXTOWN ROAD/SUNBURY ROAD INTERSECTION IMPROVEMENTS:**

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

Agreement for Maxtown Road / Tussle Street Road &  
 Maxtown Road / Sunbury Road Intersections Improvements

Whereas, the Maxtown Road / Tussic Street Road and Maxtown Road / Sunbury Road Intersections Improvements have utility to the general public of Delaware County as well as to the citizens of Westerville, and are an important connection between the county, township and municipal roadway system for through traffic and the public interest demands the improvements of these intersections; now therefore, Delaware County through the County Engineer, herein called “County”, and the City of Westerville through its City Manager, herein called “City”, do hereby mutually agree to cooperate in the planning, design and construction and to share the cost and expenses of the proposed improvements as follows:

The County will:

- Contract with Stilson Consulting Group for the preparation of detailed construction plans and right of way / easement documents.
- Obtain all necessary right-of-way / easements on parcels in the unincorporated portion of Delaware County for the construction. This includes filing necessary appropriation actions for such acquisitions.
- Have primary responsibility for the coordination of, and pay any relocation costs for, necessary utility relocations and adjustments, other than those relating to utility facilities owned by Westerville.
- Reimburse the City for all construction related costs for improvements at Maxtown Road / Sunbury Road and for all construction related costs for improvements north of the south right-of-way line projected through the Maxtown Road / Tussic Street Road intersection, except for those improvements specifically noted as being the responsibility of the City. Construction related costs consist of the construction, construction engineering, contract administration, inspection and testing costs.

Reimbursement will be made to the City on a quarterly basis for actual construction costs incurred. Payment will be made within 30 days of the receipt of an invoice from the City. Other construction related costs will be reconciled at the completion of the improvements.

- Operate and maintain that portion of the completed improvements within the unincorporated portion of Delaware County unless indicated otherwise by this Agreement.

The City will:

- Consent to the construction and installation of that portion of the improvements within their corporation limits as per ORC 5559.
- Obtain all necessary right-of-way / easements on parcels within the corporate boundaries for the construction. This includes filing necessary appropriation actions for such acquisitions.
- Coordinate all necessary City-owned utility relocations and adjustments and participate in the

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coordination of necessary private utility relocations and adjustments.

- Prepare the bid documents; take bids, award a contract and initially fund the construction related costs for the improvements.
- Provide construction engineering, contract administration, inspection and testing for all improvements.
- Incorporate field changes deemed necessary by the County for County-funded improvements.
- Reimburse the County for design engineering costs in the amount of \$42,000.
- Be responsible for the construction related costs of the following improvements located at the Maxtown Road / Tussic Street Road Intersection:
  - Underground electric / communication conduit system
  - Street lights and appurtenant facilities
  - Bikeway, curb ramps and associated pedestrian signal control facilities
  - Increased construction cost of a mast-arm style traffic signal, over and above the construction cost of a span-wire style signal (cost differential will be determined using the cost of the span-wire traffic signal at Sunbury Road versus the cost of the mast-arm style traffic signal at Tussic Street Road).
- Operate and maintain that portion of the completed improvements within the corporate boundaries; provided, however, the City shall be responsible for the operation and routine maintenance of all components of the traffic signal located at Maxtown / Tussic Street and Spring Roads.

Exhibit "A" (available in the Commissioners Office until no longer of administrative value) outlines the estimated County versus City costs for the improvements based on this Agreement. Upon completion of the improvements, the parties will review and reconcile all costs and the County will reimburse the City for their portion of the improvements within 30 days of the date of final reconciliation.

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

**RESOLUTION NO. 04-837**

**IN THE MATTER OF APPROVING A CONTRACT WITH CONSTRUCTION CONSULTING AND TESTING, INC. TO PROVIDE LABORATORY TESTING SERVICES FOR THE 2004 DELAWARE COUNTY PAVING PROGRAM:**

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

Construction Consulting and Testing, Inc., CCT, is pleased to submit the following proposal to provide laboratory testing services for the 2004 Delaware County paving program. CCT is comprised of experienced individuals with extensive familiarity in the quality control, testing and design of construction materials used in the highway construction industry. The staff of CCT has over 80 years of hands on experience with the QA/QC aspects of the asphalt paving industry. Our expertise and commitment to quality will provide a valuable resource for our client.

Scope of Services

CCI proposes to provide laboratory services and supplies for asphalt extraction testing of daily HMA production samples. We understand that a Delaware County representative will obtain three (3) sister samples of mixture from each project for each days paving. The samples are to be stored at the Engineer's office and picked up by CCT on a weekly basis. Of the three (3) daily sister samples, CCT will use one (1) for an extraction to determine the gradation and AC content, the other two (2) will be stored at CCT for additional testing if necessary. Test results will be emailed to Delaware County within 15 days of the date of sample. Sister samples will be stored at CCT until contract closeout.

CCT will supply/deliver five hundred (500) sample boxes to the designated storage area by June 18, 2004. CCT will continue to supply sample boxes throughout the year at the request of Delaware County.

CCT proposes to provide services at the request of the client in accordance with the attached "Schedule of Fees" and CCT "General Terms & Conditions", herein incorporated into this proposal. For acceptance of this proposal please provide written authorization in the Agreement for Services section of this proposal and return one copy of the original proposal intact.

Schedule of Services & Fees  
(effective through 12-31-04)

Laboratory Services

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1-HMA Extraction with gradation & AC content reported, per test \$118.50

The above price includes sample boxes, sample pick up, testing equipment, extraction solvent, labor, review and report distribution. ALL OTHER SERVICES QUOTED UPON REQUEST.

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

**RESOLUTION NO. 04-838**

**IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE, PLAN AND SETTING BID OPENING DATE AND TIME FOR THE HORSESHOE ROAD BRIDGES PROJECT:**

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

**INVITATION TO BID**

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Wednesday, August 4, 2004** for furnishing all labor, materials and equipment necessary to complete the project known as **Horseshoe Road Bridges Project**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the **Office of the Delaware County Engineer. 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 153.54 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 herein. 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 owner intends that this project be finished no later than September 22, 2004.**

Bidders must comply with the **Prevailing Wage Rates on Public Improvements in Delaware County** as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked **“SEALED BID FOR HORSESHOE ROAD BRIDGES PROJECT”**.

The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/ or all bids.

**Scope of Work**

This project consists of the replacement of three (3) structurally deficient and functionally obsolete bridges on Horseshoe Road (County Road 220) in north-central Delaware County in three (3) separate phases which include closure of the road at each site.

**Phase 1** of the project consists of the replacement of bridge 220-0209, at the intersection of Kelly-McMaster Road. The road is currently closed to all traffic at this site due to damage from a recent flood. Minor approach work will be required as part of the installation of the new 84” reinforced concrete pipe culvert.

**Phase 2** of the project consists of the replacement of bridge 220-0333, which is approximately ¼ mile north of Hanover Road. Minor approach work will be required as part of the installation of the new 14’ x 8’ reinforced concrete box culvert.

**Phase 3** of the project consists of the replacement of bridge 220-0353, which is approximately ¼ mile south of Leonardsburg Road. Major approach realignment will be required to correct a sharp curve at the bridge. The new structure will be a 32’ x 7’ reinforced concrete flat-top culvert.

The owner of the project is the Delaware County Commissioners. The project will be administered by the Delaware County Engineer’s Office.

The engineer’s estimate for the project is:

Construction Subtotal	\$722,000.00
Construction Contingencies (10%)	\$ 72,200.00
Total Construction Costs	\$794,200.00



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

**RESOLUTION NO. 04-839**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY SERVICES DEPARTMENT:**

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

<b>Transfer of Appropriation</b>		Amount
<b>From</b>	<b>To</b>	
21411306-5450 911/Machinery & Equipment	21411306-5260 911/Inventoried Tools & Equipment	\$ 2,925.00
21511318-5250 FY03 Part 1/Minor Tools & Equip	21511318-5001 FY03 Part 1/Compensation	\$ 2,093.02
21511318-5250 FY03 Part 1/Minor Tools & Equip	21511318-5120 FY03 Part 1/PERS	\$ 419.00

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

**RESOLUTION NO. 04-840**

**IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE RECYCLE OHIO GRANT:**

It was moved by Mr. Jordan, seconded by Mr. Ward, to approve the quarterly Report of the Recycle Ohio Grant.

(Copy of report available in the Commissioners office until no longer of Administrative Value).

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

**RESOLUTION NO. 04-841**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR VILLAGE AT NORTH FALLS AND HIDDEN SPRING II:**

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

**Village At North Falls**

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

THIS AGREEMENT executed on this 12<sup>th</sup> day of July 2004, by and between EPCON NORTH FALLS, LLC., as evidenced by the VILLAGE @ NORTH FALLS 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:

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 (\$171,820.00) 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.

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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 \$13,600.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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

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

**Hidden Spring II**

**SUBDIVIDER'S AGREEMENT**

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**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 12<sup>th</sup> day of July 2004, by and between **T&R PROPERTIES**, SUBDIVIDER, as evidenced by the Hidden Spring II 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:

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 (**\$45,800**) 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 **\$3700**, 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 \$70.00  
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 \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

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

**RESOLUTION NO. 04 -842**

**IN THE MATTER OF APPOINTING NEW MEMBERS TO THE DELAWARE COUNTY REVOLVING LOAN FUND LOAN REVIEW COMMITTEES :**

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

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

WHEREAS, the County has adopted guidelines to govern the proper use of its RLF funds, and said guidelines establish various Loan Review Committees (LRC's) in each of the different Areas established by the guidelines, and

WHEREAS, the RLF Loan Review Committees shall be comprised of representatives of at least one (1) from County Government, at least three (3) from the Business Community or a Chamber of Commerce, at least two (2) from local financial institutions, one (1) member representing the municipality or township in which the proposed RLF project is to be located, and one (1) member representing an organization/entity serving the County's LMI population, and

WHEREAS, the departure of certain LRC members has created vacancies to be filled, and

NOW THEREFORE BE IT RESOLVED, that Delaware County Board of Commissioners does hereby reconstitute the Delaware County Revolving Loan Fund Loan Review Committees as follows:

- Section 1:            The RLF Guidelines are hereby re-adopted and are on file in the Delaware county Economic Development Department.
- Section 2:            Each RLF Loan Review Committee (LRC) shall be comprised of representatives from the following organizations or groups (each LRC shall have a representative from the Delaware County Bank, to fill one of the two local financial institution seats, as long as the Bank remains a Delaware County/locally owned financial institution as determined by the Board of County Commissioners):

**Area I -Loan Review Committee Membership (Projects located in Delaware City and Buckeye Valley School Districts):**

- 1. David Cannon, County Administrator
- 2. Charlotte Joseph, Delaware Area Chamber of Commerce Director
- 3. Craig Watts, Business Representative
- 4. Tim McNamara, Business Representative
- 5. David G. Bernon, Park National Bank
- 6. Kent Kramer, Delaware County Bank
- 7. Dean Stelzer, City of Delaware (for projects located in the City of

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- Delaware – outside the City, a representative shall be named by the local municipality or township where the Project is to be located)
8. Guy Naples, Low-Moderate Income population representative

**Area II -Loan Review Committee Membership (Projects located in Olentangy Local School District):**

1. David Cannon, County Administrator
2. Kathleen M. Quirk, President, Powell Area Chamber of Commerce
3. Craig Watts, Business Representative
4. Tim McNamara, Business Representative
5. Steve Kaser, Huntington National Bank
6. Kent Kramer, Delaware County Bank
7. The local municipality or township where the Project is to be located shall name a representative.
8. Guy Naples, Low-Moderate Income population representative

**Area III -Loan Review Committee Membership (Projects located in Big Walnut Local School District):**

1. David Cannon, County Administrator
2. Local Chamber of Commerce Representative
3. Craig Watts, Business Representative
4. Tim McNamara, Business Representative
5. Lisa Stumpf, National City Bank
6. Kent Kramer, Delaware County Bank
7. The local municipality or township where the Project is to be located shall name a representative.
8. Guy Naples, Low-Moderate Income population representative

**Area IV -Loan Review Committee Membership (Projects located in Shawnee Hills and or Dublin City School District):**

1. David Cannon, County Administrator
2. Local Chamber of Commerce Representative
3. Craig Watts, Business Representative
4. Tim McNamara, Business Representative
5. Brian L. Prose, KeyBank
6. Kent Kramer, Delaware County Bank
7. The local municipality or township where the Project is to be located shall name a representative.
8. Guy Naples, Low-Moderate Income population representative

Section 3: The term for each member of the LRC shall begin immediately after passage of this resolution and shall expire on December 31, 2007. This resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 04-843**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY MEYER DESIGN FOR CDBG FY'03 VILLAGE OF ASHLEY ADA PLAYGROUND EQUIPMENT:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program, and has awarded such assistance to Delaware County by approving the County's CDBG FY 2003 Formula grant application and by subsequently entering into a grant agreement with the County; and

WHEREAS, the Village has conducted a procurement process meeting all CDBG requirements, and, as a result, has selected Meyer Design, to provide and install ADA Playground Equipment to the Village of Ashley in the amount of \$14,180.00.

WHEREAS, funding for this Project, has been approved by Delaware County through the FY 2003 CDBG Formula Program in the amount of \$15,000 by the Delaware County Board of Commissioners.

WHEREAS, the Village/PTO is responsible for the inspection cost and the project cost that exceeds the approved amount by the Delaware County Commissioners

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Section 1. That the Board of Commissioners authorizes Delaware County to enter into, and authorizes the Delaware County Economic Development Director to execute this agreement between Delaware County and Meyer Design in the amount of \$14,180.00.

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

**AGREEMENT FORMS**

THIS AGREEMENT made this 12 day of July, 2004, by and between, **Meyer Design** hereinafter called the "Contractor" and **Delaware County Commissioners**, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1.**      **Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely **Ashley ADA Playground Equipment.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as followed.

The proposed work includes the equipment, freight, and installation of (2) Track Ride Units, (5) Lily Pad Steps, (3) Balance Beams, (2) Crawl Tunnels, (2) Chin-up bars/gym bar sets, and Tire Swing.

**ARTICLE 2.**      **The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum **Fourteen Thousand One Hundred Eighty (Dollars)** subject to additions and deductions as provided in Section 109 hereof.

**ARTICLE 3.**      **Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

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

**RESOLUTION NO. 04-844**

**IN THE MATTER OF APPROVING THE EXTENSION OF THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) AND THE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) FOR HOUSING REHABILITATION SPECIALIST AND ADMINISTRATIVE AND LEAD HAZARD CONTROL CONSULTING SERVICES:**

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

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

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

WHEREAS, Delaware County Commissioners approved on Resolution #02-1649 in the amount of \$350,000 in County RLF funds to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, Delaware County Commissioners approved on Resolution #03-100 to accept the Mid-Ohio Regional Planning Commission (MORPC) and Resolution #03-1418 to extend DCHIP and the Agreement with MORPC to provide housing rehabilitation and administrative and lead hazard control consulting services to the County for the 2003 DCHIP until June 30, 2004.

Whereas, Delaware County has completed 6 units for Private Owner Rehab and 11 units for Rental Rehab, and the need to complete one more Private Owner Rehab to meet our goal for the DCHIP.

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

Section 1. The Delaware County Board of Commissioners hereby approves to extend the time to complete Delaware County Housing Improvement Program (DCHIP) and the Agreement with MORPC from June 30 to October 15, 2004, for 1 Private Owner Rehab unit that is under review.

Section 2. That this Resolution shall take effect and be in force immediately after passing.

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

**RESOLUTION NO. 04-845**

**9:45 AM - IN THE MATTER OF OPENING PUBLIC HEARING # 2 FOR DELAWARE COUNTY'S FY 2004 CDBG AND RLF PROGRAMS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to open the hearing.

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

**RESOLUTION NO. 04-846**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR DELAWARE COUNTY'S FY 2004 CDBG AND RLF PROGRAMS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing.

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

**RESOLUTION NO. 04-847**

**IN THE MATTER OF AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR THE FISCAL YEAR 2004 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE SMALL CITIES FORMULA PROGRAM:**

It was moved by Mr. Jordan, seconded by Mr. Ward to authorize the application:

WHEREAS, the Ohio Department of Development has allocated \$176,000 in the Fiscal Year 2004 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, Delaware County has conducted its first public hearing on March 4, 2004, concerning the CDBG program and has conducted a second public hearing on the proposed application on July 12, 2004. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program.

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

Section 1. That the County Administrator is hereby authorized to make application for \$176,000 of Community Development Block Grant Small Cities Formula Program funds. \$12,000 of which shall be used

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for Flood & Drainage Improvements in the Village of Ostrander; \$12,500 is to be used for Water & Sewer Improvements for the Village of Ashley; \$79,000 is to be used for Utilities for the Village of Sunbury; \$25,000 to be used for ADA Playground in Liberty Township, \$40,000 is to be used for ADA Restrooms at Delaware County Fairgrounds; \$4,500 is to be used for Fair Housing educational activities throughout the County; and \$3,000 is to be used for Program Administration. Included with said application will be all necessary program assurances.

Section 2. That this resolution shall take effect and be in force immediately after passage.

Section 3. The funding for the projects for the FY 2004 Grant is attached below:

FY 2004						
Community Name	Proposed Project	Total Project Cost	Proposed CDBG Formula Funding	Proposed RLF Funding	Proposed Other Funding	
Village of Ostrander	Flood & Drainage	\$ 70,300	\$ 12,000	\$ 50,800	\$ 7,500	Village to pay 10% and engineering design & inspection cost.
Village of Ashley	Water & Sewer	\$ 99,570	\$ 12,500	\$ 77,070	\$ 10,000	Village to pay 10% and engineering, design & inspection services
Village of Sunbury	Utilities	\$ 268,396	\$ 79,000	\$ 99,500	\$ 89,896	Village to pay 33% and engineering, design & surveying services
Liberty Township	ADA Playground	\$ 430,000	\$ 25,000	\$ 25,000	\$ 380,000	Twp. use of other funds - grants, donations, and foundations.
Delaware Fair	ADA Restrooms	\$ 107,668	\$ 40,000	\$ 40,000	\$ 27,668	Fair Board to pay 25%
Fair Housing	Countywide	\$ 4,500	\$ 4,500	0	0	
Administrative	General	\$ 3,000	\$ 3,000	0	0	
Totals		\$983,434	\$176,000	\$292,370	\$ 515,064	

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

**RESOLUTION NO. 04-848**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF OSTRANDER FLOOD & DRAINAGE IMPROVEMENTS, THE VILLAGE OF ASHLEY WATER & SEWER IMPROVEMENTS, VILLAGE OF SUNBURY UTILITIES IMPROVEMENT, LIBERTY TOWNSHIP ADA PLAYGROUND, AND DELAWARE COUNTY FAIRGROUND ADA RESTROOMS FOR ADDITIONAL FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2004 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM FOR THESE PROJECTS:**

It was move by Mr. Ward, seconded by Mr. Jordan to authorize the following;

WHEREAS, Delaware County has applied for \$176,000 in the Fiscal Year 2004 Small Cities Community Development Block (CDBG) grant funds under the Formula Program for various improvement and planning projects in the County, and

WHEREAS, the total cost of these projects is estimated to be \$983,434; and

WHEREAS, it is anticipated that a funding gap exists between the total cost of said projects and the amount of funds available to totally fund these projects from the FY04 CDBG Small Cities Formula Program; and

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

WHEREAS, the CDBG funds to be utilized to assist said various projects will meet the needs of the community's low and moderate-income households and the National Objectives established for the CDBG Program.

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

Section 1. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$50,800 to further assist in the Flood and Drainage Improvement in the Village of Ostrander.

Section 2. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$77,070 to further assist in the development of a Water & Sewer Improvements in the Village of Ashley.



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Section 3. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$99,500 to further assist in the development of a Utilities in the Village of Sunbury.

Section 4. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$25,000 to further assist in the development of a ADA Playground in Liberty Township.

Section 5. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$40,000 to further assist in the development of ADA Restrooms at the Delaware County Fairgrounds.

Section 6. That this resolution shall take effect and be in force immediately after passage.

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

There being no further business the meeting adjourned.

-----  
Kristopher W. Jordan

-----  
Deborah B. Martin

-----  
James D. Ward

-----  
Letha George, Clerk to the Commissioners