

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 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

10:00 AM Bid Opening Date And Time For A Portable Light Tower (50 Channing Street)

PUBLIC COMMENT

RESOLUTION NO. 04-1141

ADOPTING A RESOLUTION OF RECOGNITION FOR DIANE WINTERS-BARKER FOR HER SERVICE TO DELAWARE COUNTY:

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

Whereas, Diane Winters-Barker is a life long resident of Delaware County and has through her devotion and commitment to her community been instrumental in the establishment and success of the All Horse Parade, and

Whereas, Diane has been a 19 year participant of the parade and has been Chair or Co-Chair for 17 of those years, and

Whereas, Diane's endless and tireless year round volunteer work and her yearly success of finding a parade sponsor has made the parade the premiere event leading into Jug Week, and

Whereas, Diane has been a member of the Board of Directors of the Delaware County Agricultural Society for 14 years, and

Whereas, Diane has for 25 years been the Outrider for the Grand Circuit races at the Delaware County Fair including the Little Brown Jug.

Therefore Be It Resolved, the Delaware County Commissioners hereby recognize Diane Winters-Barker for her service to Delaware County. On behalf of the citizens of Delaware County, the board publicly recognizes Diane Winters-Barker's contributions, thank her and wish her continued success.

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

RESOLUTION NO. 04-1142

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 16, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held September 16, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-1143

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0917 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0917 :

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR 0917, memo transfers in batch numbers MTAPR 0917 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
City of Delaware	2004 EMS Runs	10011303-5345	\$ 452,000.00
<b>Increases</b>			
Kindercare (Caren)	Day Care	22511607-5348	\$ 1,000.00
<b>Vouchers</b>			
Presbyterian Child Welfare Agency	Residential Treatment	22511607-5342	\$ 26,000.00
Presbyterian Child Welfare Agency	Residential Treatment	22511607-5342	\$ 24,190.00
Villa Angela Care Center	Cluster, Residential Treatment	22511608-5342	\$ 19,158.00

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004

OLiberty Twp Fire Department      Runs for August 2004      10011303-5345      \$      6,461.50

**Memo Transfer Vouchers**

<b>From</b>	<b>To</b>			
Del Co Commissioners		10011102-5360	\$	5,606.00
	Juv Ct./April CSEA Contract	10026201-4245		

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

**RESOLUTION NO. 04 - 1144**

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

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

The Administrative Services Department is requesting that Kevin Williams attend an OHPELRA Seminar on "The Anatomy of a Termination" in Reynoldsburg, Ohio October 7, 2004, at the cost of \$166.25.

The Administrative Services Department is requesting that Christine Shaw and Lori Detter attend a CARMA Fall Meeting in Green County October 20, 2004, at the cost of \$115.75.

The Department of Job and Family Services is requesting that Julie Mays attend a FLSA Update at the Hayes Building October 6, 2004, at the cost of \$25.00.

The Administrative Services Department is requesting that Steve Savon attend a County Loss Control Coordinators Association of Ohio Meeting in Belleville, Ohio October 1, 2004, at no cost.

The EMS Department is requesting a correction to Bill Barks' previously approved travel request to attend an EMS Conference at The Ohio State University on September 24, 2004. The corrected cost is \$120.00.

The EMS Department is requesting a \$113.40 increase to Larry Fisher's and Bob Lavender's previously approved travel request to attend a 2004 Ohio Spills Conference September 27-29, 2004.

Juvenile Court is requesting that Susan Bail-Hummel attend an Ohio Digital Government Summit in Columbus, Ohio October 5 and 6, 2004, at the cost of \$120.00.

Juvenile Court is requesting that Robbi Helser attend an Adolescent Health Conference at Children's Hospital October 22, 2004, at the cost of \$90.00.

Juvenile Court is requesting that David Andrews, Kathy Sturman and Stacy Blair attend a Juvenile Sex Offender Assessment Training in Worthington, Ohio October 1, 2004, at the cost of \$210.00.

The Engineer's Office is requesting that Jon Carey and Mike Seiter attend an Improving Construction Inspection Skills Course in Las Vegas, Nevada November 29 to December 2, 2004, at the cost of \$2,545.00.

The Environmental Services Department is requesting that Bev Pittman and Wendy Fox attend a Skills and Strategies for the Front Line Seminar in Reynoldsburg, Ohio October 27, 2004, at the cost of \$80.00.

The Auditor's Office is requesting that Kelly Tennant and Mark Potts attend a County Auditors Real Estate Officials Workshop in Reynoldsburg, Ohio September 23, 2004, at the cost of \$107.00.

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

**RESOLUTION NO. 04-1145**

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

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

<b>Transfer of Appropriation</b>		<b>Amount</b>
From	To	
10031303-5450	10031303-5338	
Sheriff Jail/Machinery & Equipment	Sheriff Jail/Utilities	\$8,000.00
10031301-5450	10031301-5330	

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004

Sheriff Deputies/Machinery & Equipment	Sheriff Deputies/Telephone Services	\$2,000.00
10031301-5450	10031301-5335	
Sheriff Deputies/Machinery & Equipment	Sheriff Deputies/Rental Services	\$3,000.00
10031301-5450	10031301-5325	
Sheriff Deputies/Machinery & Equipment	Sheriff Deputies/Maintenance Contracts	\$2,000.00
10031301-5450	10031301-5328	
Sheriff Deputies/Machinery & Equipment	Sheriff Deputies/Maintenance & Repair	\$1,000.00
10031301-5450	10031303-5338	
Sheriff Deputies/Machinery & Equipment	Sheriff Jail/Utilities	\$2,000.00
10031301-5450	10031303-5342	
Sheriff Deputies/Machinery & Equipment	Sheriff Jail/Medical & Health Services	\$20,000.00
10031301-5450	10031303-5294	
Sheriff Deputies/Machinery & Equipment	Sheriff Jail/Food Supplies	\$20,000.00
<b>Supplemental Appropriation</b>		
10031302-5345	Sheriff/Prisoner Transport	\$18,250.00
10031315-5380	Sheriff /Web Check	\$1,000.00
Vote on Motion	Mr. Ward      Aye      Mr. Jordan      Aye      Mrs. Martin      Aye	

**RESOLUTION NO. 04-1146**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR KILLDEER MEADOWS SECTION 2 AND MCCAMMON ESTATES SECTION 1:**

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

**Killdeer Meadows Section 2**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 20<sup>th</sup> day of September, 2004 between **MOBLEY HOMES OF OHIO, LLC**, as evidenced by the **KILLDEER MEADOWS SECTION 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer’s Estimate approved 8/31/04, 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**

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004**

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It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-FOUR THOUSAND EIGHT HUNDRED FIFTY 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 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.

**McCammon Estates Section 1**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 20<sup>th</sup> day of September 2004, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES OF CENTRAL OHIO**, hereinafter called the **SUBDIVIDER**, as evidenced by the Pre-Grading Plan for "**MCCAMMON ESTATES SECTION 1**" which was approved by the **County Engineer**, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to perform said work as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** shall post a bond in the amount of \$412,500 payable to the Delaware County Commissioners to ensure the performance of said work.
4. The **SUBDIVIDER** shall deposit **SIXTEEN THOUSAND FIVE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
5. The **SUBDIVIDER** is to complete all work to the satisfaction of the **COUNTY**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation**

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004

“Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”.

8. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

9. If the **SUBDIVIDER** should 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**.

10. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

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

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

**RESOLUTION NO. 04-1147**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WILLOW BEND SECTION 2:**

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

**Willow Bend Section 2**

The roadways to be accepted are as follows:

- An addition of 0.14 mile to **Township Road Number 1358, Willow Bend Court**
- An addition of 0.21 mile to **Township Road Number 1359, Lynbrook Lane**

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

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

**RESOLUTION NO. 04-1148**

**IN THE MATTER OF APPROVING A TUSSIC ROAD RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND JOHN L. & CARYN PACELLA, HUSBAND & WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 20<sup>TH</sup> day of September 2004, by and between JOHN L. & CARYN PACELLA, 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 Six Thousand One Hundred Sixty Three Dollars (\$6,163.00), plus Two Thousand One Hundred Seventy Dollars (\$2,170.00) for improvements and Ninety Dollars (\$90.00) 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 \$8,423.00 to John L. & Caryn Pacella, Husband & Wife.

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

**RESOLUTION NO. 04-1149**

**IN THE MATTER OF APPROVING A TUSSIC ROAD RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND OHIO CONFERENCE ASSOCIATION OF THE SEVENTH DAY ADVENTIST CHURCH:**

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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004**

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 20<sup>TH</sup> day of September 2004, by and between OHIO CONFERENCE ASSOCIATION OF THE SEVENTH DAY ADVENTIST CHURCH, 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 Thousand Nine Hundred Twenty One Dollars (\$5,921.00), plus Eight Thousand Seventy Dollars (\$8,070.00) for improvements and Five Hundred Fifty Dollars (\$550.00) 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 \$14,541.00 to Ohio Conference Association of the Seventh Day Adventist Church.

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

**RESOLUTION NO. 04-1150**

**IN THE MATTER OF APPROVING A TUSSIC ROAD RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND TIMOTHY D. & LINDA K. BACKUS, HUSBAND & WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 20<sup>TH</sup> day of September 2004, by and between TIMOTHY D. & LINDA K. BACKUS, 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 Ten Thousand Four Hundred Three Dollars (\$10,403.00), plus Fifty Six Thousand Four Hundred Seventy Seven Dollars (\$56,477.00) for improvements and Seven Hundred Twenty Dollars (\$720.00) 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 \$67,600.00 to Timothy D. & Linda K. Backus, Husband & Wife.

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

**RESOLUTION NO. 04-1151**

**IN THE MATTER OF APPROVING A TUSSIC ROAD RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WILLIAM D. & PHYLLIS J. BROWN, HUSBAND & WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 20<sup>TH</sup> day of September 2004, by and between WILLIAM D. & PHYLLIS J. BROWN, 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 One Thousand One Hundred Eighteen Dollars (\$1,118.00),

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004

plus Two Thousand Three Hundred Forty Two Dollars (\$2,342.00) for improvements and Forty Dollars (\$40.00) 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 \$3,500.00 to William D. & Phyllis J. Brown, Husband & Wife.

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

**RESOLUTION NO. 04-1152**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID SUBMITTED BY TYEVCO, INC. FOR DCHIP PRIVATE HOUSING REHABILITATION:**

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

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

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

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

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 249 Field Street, Ostrander, Ohio in the amount of \$33,660.16 consistent with the requirements of the Delaware County DCHIP.

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

Section 1. That Steve Garnack, Housing Rehab Specialist, and the homeowner has determined that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide housing rehabilitation construction services for the DCHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 249 Field Street, Ostrander, Ohio.

Section 2. That 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 -1153**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY ECONOMIC DEVELOPMENT MARKETING FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE DELAWARE COUNTY ECONOMIC AND MAINSTREET BUSINESS FINANCING ASSISTANCE FORUM:**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Economic Development Department along with MainStreet Delaware plan to have a Forum on available Business Financing Assistance in Delaware County, and

Whereas, the Forum will be held on October 13, 2004, at the Strand Theatre located at 28 E. Winter Street, Delaware, Ohio from 8:00 am to 10:30 am.

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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004**

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Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Economic and Community Development Marketing funds in an amount not to exceed \$425.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Delaware County Economic and MainStreet Business Financing Assistance Forum.

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

**RESOLUTION NO. 04-1154**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE DEPARTMENT OF JOBS AND FAMILY SERVICES:**

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

**Transfer of Appropriation**

From	To	
22511607-5801	22411604-4601	
Children Services/Transfer	JFS Child Protection	150,000.00

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

**RESOLUTION NO. 04-1155**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR KILLDEER MEADOWS SECTIONS 1, 2 AND 3:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plan for Killdeer Meadows Sections 1, 2 And 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 04-1156**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR TRADITIONS AT HIGHLAND LAKES PHASE 2:**

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

**Traditions At Highland Lakes Phase 2**

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

THIS AGREEMENT executed on this 20<sup>th</sup> day of September 2004, by and between TOLL BROTHERS SUBDIVIDER, as evidenced by the TRADITIONS AT HIGHLAND LAKES PHASE 2 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 (\$172,416.00) 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.



**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004**

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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 \$13,700.00, 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 \$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.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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

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

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

**RESOLUTION NO. 04-1157**

**IN THE MATTER OF AWARDING THE BID FOR THE INSTALLATION OF THE PERRY**

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004**

**TAGGART SANITARY SEWER TRUNK LINE TO TRUCCO CONSTRUCTION:**

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

WHEREAS, The Sanitary Engineering Department received three responsive bids for installation of the Perry Taggart sanitary sewer trunk line, and:

WHEREAS, The Sanitary Engineering Department analyzed these bids for price and conformance with the bid specifications, and;

WHEREAS, The Sanitary Engineering Department determined that Trucco Construction was the lowest and best bid, and;

WHEREAS, The Sanitary Engineering Department held a post-bid meeting with Trucco Construction to verify this, and;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby awards the bid for installation of the Perry Taggart sanitary sewer trunk line to Trucco Construction, at the base amount of \$16,215,835.00.

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

**RESOLUTION NO. 04-1158**

**IN THE MATTER OF APPROVING THE PURCHASE OF A REPLACEMENT COMPUTER FOR THE SANITARY ENGINEERING DEPARTMENT:**

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

WHEREAS, The Sanitary Engineering Department requires a more powerful computer to run Arcinfo software than is currently available to its technician, and:

WHEREAS, attempts to upgrade the existing computer have been unsuccessful, and;

WHEREAS, the acquisition of this computer was presented to the Data Board and approved;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the purchase of a desktop computer to be used by the Sanitary Engineering Department at a cost of \$1,340.00.

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

**RESOLUTION NO. 04-1159**

**IN THE MATTER OF APPROVING CHANGE ORDER 1 WITH MOTOROLA INC.:**

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

WHEREAS, Delaware County contracted with Motorola Inc. to provide Radio and Communication Equipment for the Countywide 800 MHz Radio system, and;

WHEREAS, after the design review, items were identified that may be deleted.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves Change Order 1 for Motorola as follows:

Original Contract		\$ 11,684,038.00
Previous Changes	\$	0.00
Change Order 1		\$ (211,007.43) Deduct
<b>Revised Contract Amount</b>		<b>\$11,473,030.57</b>

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

**RESOLUTION NO. 04-1160**

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

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

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2004

**Transfer of Appropriation**

FUND NUMBER: From	FUND NAME: To	AMOUNT:
21511317-5313 FY04 FEMA CERT/Printing Supplies	21511317-5238 FY04 FEMA CERT/Safety & Security Supplies	\$ 77.00
21411306-5450 911/Machinery & Equipment	21411306-5301 911/Professional Services	\$ 26,000.00
Vote on Motion	Mr. Ward      Aye      Mr. Jordan      Aye      Mrs. Martin      Aye	

**RESOLUTION NO. 04-1161**

**IN THE MATTER OF AMENDING RESOLUTION 04-065 ACCEPTING A COMMUNITY EMERGENCY RESPONSE TEAM TRAINING GRANT FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY:**

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

WHEREAS, the Board of Commissioners approved the acceptance of an FY2004 Federal Community Emergency Response Team (C.E.R.T.) grant by the Delaware County Emergency Management Agency (DCEMA) for \$8,100.00, and;

WHEREAS, the actual grant amount awarded was \$5,400.00;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve amending resolution 04-065 to reflect the acceptance of the grant award and appropriation of \$5,400.00 into Account 21511317.

<b>Supplemental Appropriation</b>	<b>Amount</b>
21511317-5301      FY04 FEMA CERT/Professional Services	\$ (1,350.00)
21511317-5313      FY04 FEMA CERT/Printing & Related Services	\$ (1,350.00)
Vote on Motion	Mrs. Martin      Aye      Mr. Jordan      Aye      Mr. Ward      Aye

There being no further business the meeting adjourned.

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 Kristopher W. Jordan

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 Deborah B. Martin

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 James D. Ward