

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 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 (absent for first resolution)

8:30 AM Executive Session

9:45 AM Public Hearing "Let Them Eat Cake" Project

PUBLIC COMMENT

RESOLUTION NO. 04-1240

IN THE MATTER OF RECOGNIZING THE PUBLIC ASSISTANCE STAFF FOR THE OUTSTANDING WORK IN THE IMPLEMENTATION OF THE FOOD STAMP PROGRAM:

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

WHEREAS, The USDA determines rules and regulations with regard to the Food Stamp Program; and

WHEREAS, The USDA establishes performance standards for the Food Stamp Program; and

WHEREAS, The Ohio Department of Job and Family Services is the administrator and Delaware County Job and Family Services is the implementer of the food stamp program; and

WHEREAS, The Ohio Department of Job and Family Services recognized Delaware County Department of Job and Family Services for achieving a TEER accuracy rate of 94.75%, attaining one of the top performances in Ohio for FFY 2003;

NOW THEREFORE BE IT RESOLVED, that the County Commissioners congratulate the Public Assistance staff for the outstanding work in the implementation of the Food Stamp Program.

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

RESOLUTION NO. 04-1241

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 14, 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 October 14, 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. 04-1242

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1015:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR1015, and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account Number</u> | <u>Amount</u> |
|--------------------------|--------------------|-----------------------|---------------|
| PO's | | | |
| Increases | | | |
| Floyd Brown & Associates | | 41111421-5410 | \$ 13,765.00 |
| David Birch | Public Defender | 10011202-5301 | \$ 5,000.00 |
| Celeste Brammer | Public Defender | 10011202-5301 | \$ 15,000.00 |
| Vouchers | | | |
| Toddler Inn Child Care | Day Care | 22411610-5348 | \$ 6,229.40 |
| Todays Learning Child | Day Care | 22411610-5348 | \$ 5,950.00 |
| US Postal Service | Del Co. Postage | 10011105-5331 | \$ 20,000.00 |

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

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004

RESOLUTION NO. 04 -1243

ADOPTING RESOLUTION OF CONGRATULATIONS TO STEVEN SNIDER UPON EARNING HIS EAGLE SCOUT AWARD:

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

Whereas, Steven Snider has been a member of Boy Scout Troop # 300, and

Whereas, Steven Snider has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to, Steven Snider on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates, Steven Snider on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

RESOLUTION NO. 04 -1244

IN THE MATTER OF APPROVING AN ADDITION TO THE PRESENTED TRAVEL EXPENSE REQUESTS LIST:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following addition to the travel expense request list:

The Code Compliance Department is requesting that Joe Amato (along with Joe Scherler) participate in a request for Mutual Aid from Belmont County October 18 and 19, 2004, at no cost to the county.

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

RESOLUTION NO. 04 -1245

IN THE MATTER OF APPROVING THE ENTIRE TRAVEL EXPENSE REQUESTS LIST:

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

The Treasurer's Office is requesting that Dale M. Wilgus attend a County Treasurer Association Conference in Dublin, Ohio November 16 to 18, 2004, at the cost of \$217.00.

The Department of Job and Family Services is requesting that Julie Apt attend Training at Children's Hospital October 21, 2004, at the cost of \$44.50.

The Engineer's Office is requesting that Nate Meyer attend a Fundamentals of Culvert Design Course In Madison, Wisconsin December 8 to 10, 2004, at the cost of \$1,394.00.

The Auditor's Office is requesting that Seiji Kille attend a 9th Annual Government GAAP Update in Dublin, Ohio November 4, 2004, at the cost of \$95.00.

The Auditor's Office is requesting that Paul Howard and Merrill Sheets attend a Weights and Measures Training School in Columbus, Ohio October 26 to 29, 2004, at the cost of \$340.00.

The Code Compliance Department is requesting that Joe Scherler and Joe Amato participate in a request for Mutual Aid from Belmont County October 18 and 19, 2004, at no cost to the county.

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

RESOLUTION NO. 04-1246

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

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

| | |
|-----------------------------------|---------------|
| Supplemental Appropriation | AMOUNT |
|-----------------------------------|---------------|

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

| | | |
|---------------------|---|--------------|
| 10031303-5342 | Sheriff Jail/Medical & Health Services | \$74,000.00 |
| 10031303-5294 | Sheriff Jail/Food Supplies | \$45,000.00 |
| 10031303-5243 | Sheriff Jail/Drugs & Pharmaceuticals | \$15,000.00 |
| 10031303-5215 | Sheriff Jail/Program Supplies | \$7,200.00 |
| 10031303-5345-34520 | Sheriff Jail/Safety & Security Services | \$130,000.00 |

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

RESOLUTION NO. 04-1247

IN THE MATTER OF APPROVING PLAT FOR OAKS AT HIGHLAND LAKES PHASE 6 AND DITCH MAINTENANCE PETITIONS FOR OAKS AT HIGHLAND LAKES PHASE 4 AND OAKS AT HIGHLAND LAKES PHASE 6:

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

Oaks At Highland Lakes Phase 6

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, In Section 2, Township 3, Range 17, United States Military District, Containing 34.903 Acres, More Or Less, (With 33.272 Acres In Farm Lot 11, And 1.631 Acres In Farm Lot 12), Including 1.937 Acres Of Right-Of-Way, Said 34.903 Acres Being Out Of The 108.239 Acre Tract Conveyed To M/I Homes Of Central Ohio, Llc, An Ohio Limited Liability Company By Deed Of Record In Official Record 428, Page 1363, Records Of The Recorder's Office, Delaware County, Ohio. Cost \$66.00.

Ditch Maintenance Petition- Oaks At Highland Lakes Phase 4

We the undersigned owners of 35.73 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Oaks At Highland Lakes Phase 4** 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 **Oaks At Highland Lakes Phase 4** Subdivision.

The cost of the drainage improvements is \$132,556.05 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. Forty-Seven (47) 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, \$2,820.34 per lot. An annual maintenance fee equal to 2% of this basis \$56.41 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 \$2,651.12 has been paid to Delaware County.

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

Ditch Maintenance Petition- Oaks At Highland Lakes Phase 6

We the undersigned owners of 34.90 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Oaks At Highland Lakes Phase 6** 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.

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

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 **Oaks At Highland Lakes Phase 6** Subdivision.

The cost of the drainage improvements is \$32,775.00 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. Twenty-Two (22) 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, \$1,489.77 per lot. An annual maintenance fee equal to 2% of this basis \$29.80 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 \$655.60 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. 04-1248

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR ESTATES OF GLEN OAK SECTION 4, PHASE A; KILLDEER MEADOWS SECTION 3 AND KILLDEER MEADOWS SECTION 4:

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

Estates Of Glen Oak Section 4, Phase A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 18th day of October 2004, between **DOMINION HOMES**, as evidenced by the **ESTATES OF GLEN OAK SECTION 4, PHASE A** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 10/7/04, 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 all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY THOUSAND (\$20,000) DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

SUBDIVIDER, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

Killdeer Meadows Section 3

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 18th day of October 2004, between **MOBLEY HOMES OF OHIO, INC.**, as evidenced by the **KILLDEER MEADOWS SECTION 3** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 10/4/04, 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 all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

Killdeer Meadows Section 4

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 18th day of October 2004, between **MOBLEY HOMES OF OHIO, INC.**, as evidenced by the **KILLDEER MEADOWS SECTION 4** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 10/4/04, 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 all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

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

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

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

RESOLUTION NO. 04-1249

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WEDGEWOOD SECTION 11:

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

Wedgewood Section 11

The roadways to be accepted are as follows:

- An addition of 0.04 mile to **Township Road Number 544, Aberdeen Avenue**
- An addition of 0.18 mile to **Township Road Number 608, North Hampton Drive**
- **Brinsworth Drive**, to be known as **Township Road Number 1403**
- **Eckington Drive**, to be known as **Township Road Number 1404**
- **Finsbury Drive**, to be known as **Township Road Number 1405**

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. 04-1250

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WEDGEWOOD SECTION 11:

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

Stop Conditions – Wedgewood Section 11

- On northbound Township Road Number 1403, Brinsworth Drive, at its intersection with Township Road Number 608, North Hampton Drive
- On southbound Township Road Number 1403, Brinsworth Drive, at its intersection with Township Road Number 544, Aberdeen Avenue
- On Township Road Number 1404, Eckington Drive, at its intersection with Township Road Number 608, North Hampton Drive
- On westbound Township Road Number 1405, Finsbury Drive, at its intersection with Township Road Number 1403, Brinsbury Drive
- On eastbound Township Road Number 1405, Finsbury Drive, at its intersection with Township Road Number 1404, Eckington Drive

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

RESOLUTION NO. 04-1251

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF SELDOM SEEN ACRES, LTD FOR CONSTRUCTION OF SELDOM SEEN ACRES 2:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve taking action against the bond of Berkshire Development Company:

Seldom Seen Acres 2

In May, 2003, your Board entered into an Agreement with Seldom Seen Acres, Ltd., the developer for the referenced project. This Agreement was executed under the conditions that the work would be completed within two years of the signing of the Agreement. The bond, however, posted for this work is due to expire on October 31, 2004. The Engineer advised the developer via Certified Mail in August, 2004 that a new bond would need to be posted prior to the October 31 expiration of the original letter of credit. As of this date, The Engineer has had no response from the developer. The Engineer is, therefore, requesting approval to take action against the Letter of Credit should the developer fail to provide us with an extension for this Letter of

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

Credit.

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

RESOLUTION NO. 04 -1252

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 |
|----------|-------------------------|--------------------|-------------------------------|
| U04152 | American Electric Power | Perfect Road | Set pole & relocate line |
| U04153 | Del-Co Water | Fancher Road | Install bore & waterline |
| U04154 | Sprint | Cackler Road | Replace fiber optic cable |
| U04155 | SBC | Tussic Street Road | Dig pot hole |
| U04156 | American Electric Power | Orange Road | Run aerial line across road |
| U04157 | Consolidated Electric | N 3B's & K Road | Set new pole |
| U04159 | Fishel Company | Orangepoint | Pull fiber thru existing duct |

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

RESOLUTION NO. 04-1253

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND EARL T. & BARBARA OTEY, HUSBAND & WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between EARL T. & BARBARA OTEY, 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 Four Thousand Nine Hundred Forty Four Dollars (\$4,944.00), plus Seven Thousand Eight Hundred Eighty Dollars (\$7,880.00) for improvements and Four Hundred Seventy Four Dollars (\$474.00) 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 \$13,298.00 to Earl T. & Barbara Otey, Husband & Wife.

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

RESOLUTION NO. 04-1254

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STEPHEN B. & MARSHA J. AUGHENBAUGH, HUSBAND & WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between STEPHEN B. & MARSHA J. AUGHENBAUGH, 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)

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

The purchase of said road right of way is Eight Hundred Twenty Seven Dollars (\$827.00), plus One Thousand One Hundred Eight Dollars (\$1,108.00) for improvements and Sixty Five Dollars (\$65.00) 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 \$2,000.00 to Stephen B. & Marsha J. Aughenbaugh, Husband & Wife.

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

RESOLUTION NO. 04-1255

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CHARLES J. & ROSEMARY A. BOWMASTER, HUSBAND & WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between CHARLES J. & ROSEMARY A. BOWMASTER, 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 Eight Hundred Twenty Seven Dollars (\$827.00), plus Five Hundred Fifty Eight Dollars (\$558.00) for improvements and Fifteen Dollars (\$15.00) 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 \$1,400.00 to Charles J. & Rosemary A. Bowmaster, Husband & Wife.

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

RESOLUTION NO. 04-1256

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND F.A. KOHLER COMPANY:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between F.A. KOHLER COMPANY, 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 Three Thousand Eight Hundred Eight Dollars (\$3,808.00), plus Three Hundred Eighty Seven Dollars (\$387.00) for improvements and One Thousand Four Hundred Sixty Dollars (\$1,460.00) 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 \$5,655.00 to F.A. Kohler Company.

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

RESOLUTION NO. 04-1257

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND GENOA TOWNSHIP LAND CONSERVATION ASSOCIATION:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between GENOA TOWNSHIP LAND CONSERVATION ASSOCIATION, 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 Eight Hundred Forty Eight Dollars (\$1,848.00), plus One Thousand Two Hundred Forty Two Dollars (\$1,242.00) for improvements and Three Hundred Sixty Dollars (\$360.00) 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 \$3,450.00 to Genoa Township Land Conservation Association.

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

RESOLUTION NO. 04-1258

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND HAROLD E. & HOPE L. JOHNSON, HUSBAND & WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between HAROLD E. & HOPE L. JOHNSON, 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 Eight Hundred Twenty Seven Dollars (\$827.00), plus Five Hundred Thirty Four Dollars (\$534.00) for improvements and Fifty Seven Dollars (\$57.00) 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 \$1,418.00 to Harold E. & Hope L. Johnson, Husband & Wife.

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

RESOLUTION NO. 04-1259

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CATHERINE J. KIBLER:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between CATHERINE J. KIBLER, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

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 Eight Hundred Twenty Seven Dollars (\$827.00), plus Two Thousand Thirty Five Dollars (\$2,035.00) for improvements and Fifty Five Dollars (\$55.00) 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 \$2,917.00 to Catherine J. Kibler.

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

RESOLUTION NO. 04-1260

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUGLAS H. & JAMIE L. MAZE, HUSBAND & WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between DOUGLAS H. & JAMIE L. MAZE, 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 Ninety Six Dollars (\$96.00), plus Four Hundred Sixty Four Dollars (\$464.00) for improvements and One Hundred Ninety Dollars (\$190.00) 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 \$750.00 to Douglas H. & Jamie L. Maze, Husband & Wife.

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

RESOLUTION NO. 04-1261

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND MEDALLION GROUP LIMITED:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 18TH day of October 2004, by and between MEDALLION GROUP LIMITED, 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 Four Hundred Seventy Six Dollars (\$476.00), plus One Thousand Five Hundred Fifty Nine Dollars (\$1,559.00) for improvements and Twenty Five Dollars (\$25.00) 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 \$2,060.00 to Medallion Group Limited.

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

RESOLUTION NO. 04-1262

IN THE MATTER OF APPROVING CHANGE ORDER 1 FOR HARRIS CORPORATION FOR ADDITIONAL

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

TOWER SITE PATHWAY STUDIES OF THE NEW COUNTYWIDE RADIO SYSTEM:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve change orders:

WHEREAS, the Board of Commissioners contracted with Harris Corporation for the purchase and construction of a microwave system to support the Countywide 800 MHz radio system, and;

WHEREAS, initial tower site pathway studies were based on three tower locations that have changed due to unexpected conditions, and;

WHEREAS, a new study is required to ensure that signal paths are adequate;

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

| | |
|--------------------------------|-----------------------|
| Original Contract | \$1,423,991.00 |
| Previous Changes | \$ 0.00 |
| Change Order 1 | \$ 18,159.00 |
| Revised Contract Amount | \$1,442,150.00 |

BE IT FURTHER RESOLVED: That the Board of County Commissioners approves the supplemental appropriations for this change order (\$18,159.00) to be placed into Project Account #41111421-5450.

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

RESOLUTION NO. 04-1263

IN THE MATTER OF APPROVING CHANGE ORDER 2 FOR MOTOROLA, INC. FOR THE NEW COUNTYWIDE RADIO SYSTEM:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve change orders:

WHEREAS, the Board of Commissioners contracted with Motorola, Inc. for the purchase and construction of a Countywide 800 MHz radio system, and;

WHEREAS, the initial project timeline called for a start date of December 2003, and;

WHEREAS, during the process of establishing some tower site locations circumstances were encountered that delayed aspects of the plan timeline that were beyond the control of Motorola or the County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves Change Order 2 for Motorola that reflects a revised implementation date for the contract from December 2003 to July 1, 2004. The finish date for the project is December 31, 2005. There is no cost associated with the timeline revision.

| | |
|--------------------------------|------------------------|
| Original Contract | \$11,684,038.00 |
| Previous Changes | \$ -211,007.43 |
| Change Order 1 | \$ 0.00 |
| Revised Contract Amount | \$11,473,030.57 |

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

RESOLUTION NO. 04-1264

IN THE MATTER OF APPROVING THE ORGANIZATIONAL KEY, APPROPRIATION AND ACCOUNT FOR THE FY04 HOMELAND SECURITY GRANT:

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

WHEREAS, the Delaware County Board of Commissioners approved the Office of Homeland Security and Emergency Management acceptance of the FY04 State Homeland Security Grant; and

WHEREAS, the grant has been approved at the Federal, State and local levels;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the appropriation of the grant in the amount of \$5,249.44 into Account 21511309, renaming the account the "FY04 CBRNE Grant" as follows:

For the Period 11/1/04 through 12/31/04:

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004

| <u>Account:</u> | <u>Object Code:</u> | <u>Amount:</u> |
|-----------------|---------------------|----------------|
| 21511309 | 5001 | \$ 4,533.47 |
| | 5102 | \$ 44.75 |
| | 5120 | \$ 606.34 |
| | 5131 | \$ 64.88 |
| | Sub-Total | \$ 5,249.44 |

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

RESOLUTION NO. 04-1265

IN THE MATTER OF APPROVING A JUVENILE COURT RENEWAL APPLICATION FOR A TITLE II FORMULA GRANT PROGRAM:

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

Grant # 2005- JJ-DAI-0065
 Source: Department Of Youth Services –Title II
 Grant Period: January 1, 2005 to December 31, 2005

Federal Grant Amount: \$16,580.79
 Local Match: 0.00
 Total Grant Amount: \$ 16,580.79

The Title II Formula Grant Program funds one fourth of the Drug Court Coordinator position at the Court. The Drug Court Coordinator supervises the clinician, synchronizes treatment services, and is a liaison with ancillary agencies. This person is a licensed master Level clinician, responsible for clinical assessment of families, including assisting individuals and families by identifying needs and facilitating the delivery of holistic services.

No general fund dollars are required, since no cash match is necessary. All staff members paid from this grant are well aware their positions are contingent upon continued funding.

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

RESOLUTION NO. 04-1266

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS CHILDREN’S WORLD LEARNING AND BUCKEYE VALLEY SACC:

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

Children’s World Learning

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES
CONTRACT AMENDMENT NO. 1

This amendment, effective August 12, 2004, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Children’s World Learning Sawmill Parkway entered into on the 15th day of April 2004.

SITE: 10655 Sawmill Parkway, Powell, Ohio 43065.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$9,000 to \$20,000.

Buckeye Valley SACC

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES
CONTRACT AMENDMENT NO. 1

This amendment, effective July 1, 2004, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Buckeye Valley SACC entered into on the 15th day of April, 2004.

Article 4. Cost and Delivery of Purchased Services:

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$3,000 to \$8,000.

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

RESOLUTION NO. 04-1267

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

| Transfer of Appropriation From | | Amount To |
|---|---|------------------|
| 22411603-5348 | 22411601-5355 | |
| JFS Workforce/Professional Services | JFS Income Maintenance/Transportation | \$5,000.00 |
| 22411603-5349 | 22411601-5355 | |
| JFS Workforce/Program Services | JFS Income Maintenance/Transportation | \$35,000.00 |
| 22411605-5450 | 22411604-5309 | |
| JFS Administration/Machinery & Equipment | JFS Child Protection/Travel in County | \$2,000.00 |
| 22411605-5450 | 22411604-5310 | |
| JFS Administration/Machinery & Equipment | JFS Child Protection/Travel Out of County | \$3,000.00 |
| 22411605-5450 | 22411605-5201 | |
| JFS Administration/Machinery & Equipment | JFS Child Administration/Office Supplies | \$2,000.00 |
| 22411606-5348 | 22411610-5348 | |
| JFS Social Services/Professional Services | JFS Child Care/Professional Services | \$35,000.00 |
| 22311611-5350 | 22311611-5250 | |
| Workforce Investment-Human Services | Workforce Investment/Minor Tools | \$1,289.00 |
| 22311611-5350 | 22311611-5260 | |
| Workforce Investment-Human Services | Workforce Investment Inventoried Tools | \$6,698.00 |
| 22311611-5350 | 22311611-5201 | |
| Workforce Investment Human Services | Workforce Investment/Office Supplies | \$295.00 |

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

RESOLUTION NO. 04-1268

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS GOLF VILLAGE SECTION 4, PHASE C:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Golf Village Section 4, Phase C 353 feet of 8 inch sewer 2 manholes

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

RESOLUTION NO. 04-1269

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR AVONLEA:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve sanitary sewer plan for Avonlea 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. 04-1270

IN THE MATTER OF SOLICITING A FORMAL PROPOSAL FROM BBS CORPORATION; BURGESS AND NIPLE, INC.; CAMP DRESSER AND MCKEE, INC.; DLZ AND MALCOLM PIRNIE FOR DESIGN AND SPECIFICATION OF PROJECTS KNOWN AS CLASS A RESIDUALS PROJECT, PHASE 1:

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

WHEREAS, Engineering qualifications were publicly solicited for design and specification of Class A Residuals Project, Phase 1, and

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

WHEREAS, A team comprised of Delaware County employees evaluated ten Statements Of Qualifications, and

WHEREAS, BBS Corporation; Burgess And Niple, Inc.; Camp Dresser And Mckee, Inc.; DLZ And Malcolm Pirnie were collectively judged to comprise the shortlist of most qualified firms,

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, identifies BBS Corporation; Burgess And Niple, Inc.; Camp Dresser And Mckee, Inc.; DLZ And Malcolm Pirnie as the most qualified firms and hereby solicits a formal scope of services and cost proposal from these firms to perform these services.

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

RESOLUTION NO. 04-1271

IN THE MATTER OF ACCEPTING FROM THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS, THE AWARDING OF FISCAL YEAR 2004 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE SMALL CITIES FORMULA PROGRAM:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the grant:

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

WHEREAS, funding to Delaware County through the FY04 CDBG Formula Program, is intended to assist communities within the Delaware County with necessary and useful public programs, which are responsive to 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 Delaware County Board of Commissioners accepts the FY04 CDBG Formula Grant Program for Delaware County as follows:

FY 2004

| Community Name | Project | CDBG Formula Funding |
|----------------------|------------------|-------------------------|
| Village of Ostrander | Flood & Drainage | \$ 12,000 |
| Village of Ashley | Water & Sewer | \$ 12,500 |
| Village of Sunbury | Utilities | \$ 79,000 |
| Liberty Township | ADA Playground | \$ 25,000 |
| Delaware Fair | ADA Restrooms | \$ 40,000 |
| Fair Housing | Countywide | \$ 4,500 |
| Administrative | General | \$ 3,000 |
| Totals | | \$176,000 |

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

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

RESOLUTION NO. 04-1272

9:45 AM - IN THE MATTER OF OPENING THE PUBLIC HEARING # 2 FOR THE "LET THEM EAT CAKE" PROJECT:

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. 04-1273

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR "LET THEM EAT CAKE" PROJECT:

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

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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004**

RESOLUTION NO. 04 -1274**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY RLF FUNDS FOR THE ‘LET THEM EAT CAKE’ PROJECT:**

It was moved by Mr. Ward, seconded by Mr. Jordan to authorize the use of Delaware RLF Funds for The “Let Them Eat Cake” Economic Development Project:

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

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation, and such funds can be used for the renovation of rental units intended to be rented by Low-Moderate Income (LMI) individuals consistent with all CDBG policies, procedures, and requirements; and

WHEREAS, the County’s RLF Loan Review Committee has reviewed the application and supporting documentation for the **“Let Them Eat Cake” Economic Development Project** to be located at 115 E. High Street, Ashley, Ohio, and has recommended RLF participation in same.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT RESOLVED that the Delaware County Board of Commissioners, does hereby approve a loan in the amount of **\$81,000** from the Delaware County Revolving Loan Fund to **Ressa Enterprises, LLC** (the Company) to complete the financing of the referenced project. Said loan shall be made at a fixed rate of **3.5%** for **15** years, subject to the following terms and conditions as recommended by the Delaware County RLF Review Committee and required by the RLF program, and the Board does hereby approve the use of up to **\$12,000** of RLF funds for the rental rehabilitation of the upstairs residential unit located at 115 E. High Street, Ashley, Ohio under the Delaware County Housing Improvement Program (DCHIP):

Section 1: Final approval of a building acquisition and renovation loan from Delaware County Bank (DCB) to **Ressa Enterprises, LLC** in the amount of \$120,000 per DCB’s Commitment Letter Dated August 25, 2004.

Section 2: The loan shall be secured by a Second Mortgage and Security Agreement on the real estate to be acquired and renovated by Ressa Enterprises, LLC located at 115 E. High Street in Ashley, Ohio, and a Security Agreement placing the County in a second security position on all assets owned by the Company, plus a personal guaranty (with the County in a third security position on the personal residence owned by Amanda and Robert Ressa) and corporate guaranty of repayment of said loan shall be provided by the owners of the Company and the Company.

Section 3: Key person Life Insurance on Ressa Enterprises, LLC owners Amanda and Robert Ressa in the amount of the RLF loan.

Section 4: Ressa Enterprises, LLC agrees to any and all Federal Davis Bacon Prevailing Wage requirements and CDBG bidding requirements as applicable to said project.

Section 5: Use by the Company of current HUD Low-Moderate Income (LMI) Limit levels for Delaware County, CDBG Job Certification and Verification Forms to verify and certify levels of jobs created by the project.

Section 6: Upon passage of this resolution, approval of the Legally Binding Loan Documents for this project by the Delaware County Prosecutor’s Office; release of environmental conditions by the Ohio Department of Development Office of Housing and Community Partnership for all proposed improvements associated with the Project; approval of a waiver from the Ohio Department of Development to use Delaware County Revolving Loan Funds (RLF) to assist in the rental rehabilitation of the residential unit located on the second floor of the building located at 115 E. High Street in Ashley, Ohio, as part of the Delaware County Housing Improvement Program (DCHIP); receipt of an appraisal by DCB on the premises located at 115 E. High Street in Ashley, Ohio; and approval of the RLF Project Report Form for this project by the Ohio Department of Development; Deborah B. Martin, President of the Board of County Commissioners, shall be authorized to execute the Legally Binding Document for the RLF financing for the referenced project.

Section 7: Upon passage this resolution shall be immediately in effect.

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

There being no further business the meeting adjourned.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2004

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners