

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 31, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

7:30 PM Final Hearing For The Gwinner Ditch No. 262 Ditch Project

PUBLIC COMMENT

RESOLUTION NO. 05-748

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 26, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held May 26, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-749

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0527:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0527 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Laerdal Medical Corp.	Simman Patient Simulator	21511309-5450	\$ 36,710.00
Downes, Hurst & Fishel	Legal Services	75110902-5301	\$ 2,500.00
Downes, Hurst & Fishel	Legal Services	10011108-5301	\$ 5,000.00
Motorola Inc	Communications Equipment	21511309-5450	\$ 13,507.32
Increases			
BP Products of N. America	Gasoline	10011106-522822801	\$ 21,000.00
Kindercare Sawbury	Day Care	22411610-5348	\$ 7,500.00
Scott, Scriven & Wahoff	Legal Services	75110902-5301	\$ 10,000.00
Blue's Auto Service	Vehicle Repair Costs	60111901-5370	\$ 3,500.00
Boy's Village	Residential Treatment	22511607-5342	\$ 120,000.00
Vouchers			
AWT	Ashley Water Plant Decommion	23111709-5365	\$ 42,410.00
Rockwood Builders	FY04 Fairgrounds ADA R.R.	23011715-5365	\$ 40,000.00
Results Engineering	Licenses & Maintenance	40111402-5450	\$ 11,743.20
Treasurer, State of OH -BCMh	BCMh Crippled Children	10011102-5319	\$ 5,477.14
Pictometry Visual Intelligence	Orthophotography Project	21411306-5320	\$ 10,000.00
Del. Area Career Center	ABLE	22411603-5348	\$ 7,694.82
Medtronic Physio Control	Annual Maintenance Agreement	10011303-5325	\$ 9,937.96
Ameritas Group Dental	June Premiums	75010903-5370	\$ 15,857.72

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-750

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE CHADWICK DITCH NO. 135 DITCH PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on December 4th, 2000, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the improvement and maintenance of the Chadwick Ditch No. 135 ditch petition, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Chadwick Ditch No. 135 Ditch Project Ditch are ready for their review and

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consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed **Tuesday the 5th day of July, 2005, at 7:30 PM in room G-35 of the Rutherford B. Hayes Building 140 North Sandusky Street Delaware, Ohio** as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Abstain

RESOLUTION NO. 05-751

IN THE MATTER OF ACCEPTING THE RECOMMENDATION OF THE UNION COUNTY COMMISSIONERS FOR MAINTENANCE ASSESSMENT OF 15% FOR THE OTTAWA JOINT COUNTY DITCH:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the recommendation of the Union County Commissioners and the Union County Soil and Water Conservation District for the continuance of the Ottawa Joint County Ditch maintenance assessment at 15%.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -752

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Megan Rhoads and Christine Shaw attend an Onbase User Group Meeting in Columbus, Ohio June 28, 2005, at the cost of \$10.00.

The Emergency Services Department is requesting that John Berger, Mary Reames and V. Keith Gordon attend an EMS Operations and Planning For WMD in Delaware County, Ohio August 9-11, 2005, at no cost.

The Department of Job and Family Services is requesting that Peg Wadkins and Elizabeth Feliciano attend a CRISE Training in Columbus, Ohio May 11-12, 2005, at the cost of \$32.90.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-753

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR DEVELOPMENTAL DISABILITIES:

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

Transfer of Appropriation		Amount
29552501-5348 Developmental Disabilities/Program Serv.	29552502-5348 Developmental Disabilities Indiv/Program Serv.	\$700,000.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-754

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS FOR RESUBDIVISION OF THE CAMPUS AT HIDDEN RAVINES AND MCCAMMON ESTATES SECTION 2:

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

Ditch Maintenance Petition- Resubdivision Of The Campus At Hidden Ravines

We the undersigned owners of 1.017 acres in Orange Township, Delaware County, Ohio in a subdivision known as **The Campus At Hidden Ravines** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). The plats for **The Campus At Hidden Ravines** have been submitted for approval to 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

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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 approve this action.

The cost of the drainage improvements is \$11,286.10 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. The Developed commercial area of 1.017 acres will receive benefits (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$11,097.44 per acre. An annual maintenance fee equal to 2% of this basis \$225.72 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 \$225.72 has been paid to Delaware County.

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

Ditch Maintenance Petition- McCammon Estates Section 2

We the undersigned owners of 36.9 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **McCammon Estates Section 2** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

The cost of the drainage improvements is \$142,575.00 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. Fifty-Six (56) 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, \$2,287.01 per lot. An annual maintenance fee equal to 2% of this basis \$45.74 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 \$2,561.45 has been paid to Delaware County.

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

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-755

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR OLENTANGY FALLS SECTION 1; “HYATTS ROAD LEFT TURN LANE IMPROVEMENTS AT OLENTANGY FALLS” AND “TAGGART ROAD DITCH SETBACK IMPROVEMENTS AT OLENTANGY FALLS”:

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

Olentangy Falls Section 1

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 31st day of May 2005, between **PLANNED COMMUNITIES, INC.** as evidenced by the **OLENTANGY FALLS SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 5/17/05, 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**

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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 **FORTY-FOUR 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

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stipulated herein.

“Hyatts Road Left Turn Lane Improvements At Olentangy Falls”

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 31st day of May 2005 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **PLANNED COMMUNITIES, INC.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled **“HYATTS ROAD LEFT TURN LANE IMPROVEMENTS AT OLENTANGY FALLS”** which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements 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** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **“Delaware County Engineering and Surveying Standards for Subdivision Development”** and the current **“Subdivision Regulations of Delaware County, Ohio”**.
4. The **SUBDIVIDER** shall deposit **TWENTY-THREE THOUSAND 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 construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
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** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2005**.
8. 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 “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
9. 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.
10. 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**.
11. 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**.
12. 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.

“Taggart Road Ditch Setback Improvements At Olentangy Falls”

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 31st day of May 2005, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **PLANNED COMMUNITIES, INC.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled **“TAGGART ROAD DITCH SETBACK IMPROVEMENTS AT OLENTANGY FALLS”** which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements 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** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED THIRTY-ONE THOUSAND DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **“Delaware County Engineering and Surveying Standards for Subdivision Development”** and the current **“Subdivision Regulations of Delaware County, Ohio”**.
4. The **SUBDIVIDER** shall deposit **EIGHTEEN 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

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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 construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

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** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2005**.

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

9. 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.

10. 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**.

11. 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**.

12. 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 Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-756

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR NORTH ORANGE SECTION 1, PHASE 2, PART B AND GENOA FARMS SECTION 3, PHASE B:

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

North Orange Section 1, Phase 2, Part B

The roadways to be accepted are as follows:

- An addition of 0.20 mile to **Township Road Number 1347, Gooding Boulevard**
- **Corduroy Road**, to be known as **Township Road Number 1435**

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

Genoa Farms Section 3, Phase B

The roadway to be accepted is as follows:

- An addition of 0.28 mile to **Township Road Number 1342, Genoa Farms Boulevard**

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 Mr. Evans Aye

RESOLUTION NO. 05-757

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR NORTH ORANGE SECTION 1, PHASE 2, PART B AND GENOA FARMS SECTION 3, PHASE B:

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

Stop Conditions –North Orange Section 1, Phase 2, Part B

- On Township Road Number 1435, Corduroy Road, at its intersection with Township Road number 1347, Gooding Boulevard
- On Township Road Number 1435, Corduroy Road, at its intersection with U.S. Route 23

Stop Conditions –Genoa Farms Section 3, Phase B

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- On Township Road Number 1342, Genoa Farms Boulevard, at its intersection with County Road Number 24, South Old 3C Highway

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -758

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

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

Permit #	Applicant	Location	Type of Work
U05099	Del-Co Water	N. Section Line Road	Install buried waterline
U05100	Del-Co Water	N. Section Line Road	Install buried waterline
U05101	Sprint	Tussic Street Road	Place buried cable
U05102	Columbia Gas	Estates at Blackhawk	Install gas main

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-759

IN THE MATTER OF APPROVING A GRANT APPLICATION FOR A VOCA GRANT (VICTIMS OF CRIME ACT) FOR JUVENILE COURT:

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

Grant # 2005VADSCE035/2005SADSCE035
Source: VOCA/SVAA – Ohio Attorney General
Grant Period: October 1, 2005 to September 30, 2006
Federal Grant Amount (VOCA): \$33,140.00 (OAG)
State Grant Amount (SVAA): \$18,950.00 (OAG)
Local Match: \$11,047.00 (Dispute Resolution Fund)
Total Grant Amount: \$63,137.00

The VOCA/SVAA Grant Program funds one Victims’ Services Coordinator and one part-time Victims’ Assistant for the Juvenile Court. This program has been in place since 1987.

The Mediation Fund provides cash match; thus, no General Fund dollars are required to provide matching funds for this grant. All staff members paid from this grant are well aware that their positions are grant funded and contingent upon continued grant funding.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-760

IN THE MATTER OF APPROVING A GRANT APPLICATION FOR A VOCA GRANT (VICTIMS OF CRIME ACT) FOR JUVENILE COURT:

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

Grant # 2005VADSCE474
Source: VOCA – Ohio Attorney General
Grant Period: October 1, 2005 to September 30, 2006
Federal Grant Amount (VOCA): \$19,892.25 (OAG)
Local Match: \$ 6,630.75 (Special Projects Fund)
Total Grant Amount: \$26,523.00

The VOCA Grant Program funds the CASA Coordinator position and the CASA Assistant.
The Special Projects Fund provides cash match; thus, no General Fund dollars are required to provide matching funds for this grant. All staff members paid from this grant are well aware that their positions are grant funded and contingent upon continued grant funding.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-761

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**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND
APPROVING THE CONTRACT SUBMITTED BY MILLER PAVEMENT FOR CDBG FY'04 LIBERTY
TOWNSHIP ADA BOUNDLESS PLAYGROUND PROJECT:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount up to \$25,000 has been provided to Delaware County through the FY'04 CDBG Formula Program, and Delaware County Revolving Loan Fund (RLF) has been approved in the amount up to \$25,000 by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received March 31, 2005; and

WHEREAS, Liberty Township has reviewed the bids received, and the bid submitted by Miller Pavement in the amount of \$57,950 has been determined to be the lowest and best bid; and.

WHEREAS, Liberty Township hereby agrees on their Resolution No. 05-144 to be responsible for the cost above the \$50,000 approved by Delaware County Commissioner.

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 awards the bid to Miller Pavement for the ADA Boundless Playground as approved in the FY04 CDBG Formula Grant Program and Delaware County RLF Program for Liberty Township.

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

**AGREEMENT FORMS
CONTRACT**

THIS AGREEMENT made this 31st day of May 2005, by and between, Miller Pavement hereinafter called the "Contractor" and Delaware County, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the project; namely Liberty Township ADA Boundless Playground.

ARTICLE 2. The Contract Price.

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

1 Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio: a partnership consisting of none: and individual trading as Miller Pavement..

2 Supply principal items of Contract such as ADA Playground Equipment & Installation.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

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

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

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-762

7:30 PM FINAL HEARING FOR THE GWINNER DITCH NO. 262 DITCH PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to open the Hearing at 7:35PM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-763

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE GWINNER DITCH NO. 262 DITCH PROJECT TO MONDAY JUNE 5, 2006:

It was moved by Mr. Ward, seconded by Mr. Jordan to continuing the public hearing to address the Gwinner Ditch No. 262 Ditch Project to Monday June 5, 2006; with the option to reconvene sooner.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-764

IN THE MATTER OF ACCEPTING A PUBLIC EDUCATION GRANT FOR DELAWARE COUNTY EMERGENCY SERVICES:

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

WHEREAS, Delaware County provides public relations and education information on the vital community services provided by the Emergency Medical Service, 9-1-1 and the Office of Homeland Security and Emergency Management, and;

WHEREAS, the WAL-MART Foundation, as part of their Safe Neighborhood Heroes Program, has offered a grant of as much as \$1,000.00 to Delaware County Emergency Services to provide public education of Emergency Services to the residents of the County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance of this grant award by Delaware County Emergency Services for a total amount of \$1,000.00 for the purpose of improving the public relations and education programs for EMS, 9-1-1 and OHSEM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-765

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Steve Savon has resigned his position as Safety Officer with Delaware County; effective date June 3, 2005.

Debra Johnson, with the 911 Center, has been promoted to the LEADS Dispatcher position effective date July 2, 2005.

Jennifer Palla-Hamilton has accepted the Social Service Supervisor position with the Department of Job and Family Services; effective date June 6, 2005.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-766

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SELDOM SEEN ACRES PHASE 1:

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

Seldom Seen Acres Phase 1		2,963 feet of 8-inch sewer			17 manholes	
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 05-767

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR OLENTANGY FALLS SECTION 1:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for Olentangy Falls Section 1 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-768

IN THE MATTER OF APPROVING RESOLUTION FOR RETAINING CERTAIN LEGAL SERVICES OF SCHOTTENSTEIN, ZOX AND DUNN IN CONNECTION WITH MATTERS RELATING TO CONSTRUCTION LAW ISSUES FOR DELAWARE COUNTY:

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

BE IT RESOLVED by the Board of County Commissioners of the County of Delaware, State of Ohio, that:

Section 1. This Board of County Commissioners, in conjunction with the Prosecuting Attorney of this County, desires to retain the legal services of the law firm of Schottenstein, Zox and Dunn (the Firm) for advice and assistance in matters relating to Construction Law Issues. For reasonable fees as shall be approved by this Board, plus reimbursement for actual out-of pocket expenses (including but not limited to travel, long-distance telephone, and duplicating expenses) incurred in rendering the legal services as may from time to time be requested by this Board, through the Prosecuting Attorney, the Firm will provide advice and representation; in court or in administrative investigations or proceedings.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, Schottenstein, Zox and Dunn shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by this Board or the Firm by written notice to the other.

Section 3. This Board of County Commissioners shall join with the Prosecuting Attorney of this County in application pursuant to Section 305.14, Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the Firm for the purposes stated in Section 1 hereof and for authority to pay the Firm for those legal services as provided for in Section 1 hereof from fund appropriated, or that may be appropriated, by this Board from time to time for such purpose. The County Auditor is hereby authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for the payment of the same as they shall become payable.

Section 4. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meetings of this Board, and that all deliberations of this Board and of any of it committees that resulted in such formal action, were in meetings, open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code. The foregoing motion having been put to vote, the results of the roll call was as follows:

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05 -769

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR CHILD CARE TRAINING:

It was moved by Mr. Ward, seconded by Mr. Evans 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

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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 Department of Job and Family Services contracts with various child care centers and home providers; and

WHEREAS, training is scheduled June 6 and June 9 with child care providers to train on new rules and resulting changes effective July1; and

WHEREAS, the Department requests approval to purchase refreshments as appropriate for each of those meetings; and

WHEREAS, training has been scheduled as follows:

June 6, 2005	9:30 a.m. – noon (centers) 6:30 p.m. – 9:00 p.m. (home providers)
June 9, 2005	6:30 p.m. – 9:00 p.m. (centers)

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$60.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for Child Care Provider Training June 6 and June 9, 2005.

Further Be It resolved, that the Commissioners approve a Purchase Order Request to Buehlers in the amount of \$60.00.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-770

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR DATA PROCESSING FUNDS:

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

Transfer of Appropriation		Amount
From	To	
20315101-5325	20315101-5250	\$1,000.00
Data Processing Fund/Maintenance Contracts	Data Processing Fund/Minor Tools & Equipment	

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners