

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 11, 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

9:30 AM Public Hearing For Improving And Widening Lewis Center Road/ U. S. Route 23

9:45 AM Public Hearing # 2 For FY05 CDBG Formula Program

PUBLIC COMMENT

PRESENTATION–BILL HABIG FROM MORPC

RESOLUTION NO. 05-913

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 7, 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 July 7, 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. 05-914

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 078 :

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR 078, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Increases			
BP Products	Gasoline	10011106-5228	\$ 23,000.00
Vouchers			
Delaware Area Career	DATA System	22311611-5348	\$ 7,100.00
BP Products	Gasoline	10011106-5228	\$ 6,519.87
US Postal Service	Postal Services	10011105-5331	\$ 20,000.00
Memo Transfers			
To:	From:		
Facilities	Job and Family Services	Postage Reimbursement	\$ 5,434.26
10011105-5331	22411605-5331		

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

RESOLUTION NO. 05 -915

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Jackie Culbertson, Larry Hager and Mona Reilly attend a Fiscal Conference in Atwood, Ohio July 14-15, 2005, at the cost of \$445.00.

The Environmental Services Department is requesting that Robert Evans attend a Waste Water Class in Columbus, Ohio October 10-12, 2005, at the cost of \$520.00.

The Environmental Services Department is requesting reimbursement in the amount of \$165.00 for Greg Miller, Bill Johnson and Dan Lemke attendance to a Continuing Education Seminar on Wood Structural Panels on June 28, 2005.

The Child Support Enforcement Agency is requesting that Susan Brown and Joyce Rhodes attend an OCDA General Membership Meeting in Perrysville, Ohio July 14-15, 2005, at the cost of \$80.00.

The Department of Job and Family Services is requesting that Craig Hill attend a Sexual assault Training at Children’s Hospital , July 11-15 at a cost of \$200.00.

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

RESOLUTION NO. 05-916

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO THOSE DELAWARE COUNTY STUDENTS WHO PARTICIPATED IN THE OHIO ACADEMY OF SCIENCE DAY:

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

WHEREAS, the State of Ohio encourages students from across the state to participate in the annual State Science Day, and

WHEREAS, the following students were selected from Delaware County to participate in State Science Day 2005,

Molly A. McCarrick- Big Walnut High School
Kara J. Riggs- Big Walnut High School
Rachel A. Yoho-Big Walnut High School
Erin E. Croce-Big Walnut High School
Molly E. Dannaher-Big Walnut High School
Garrett Koehler-Big Walnut High School

Katherine H. Bretz-Big Walnut Middle School
Evan J. Gallo-Big Walnut Middle School
Darcy M. Predieri-Big Walnut Middle School
Kelsey L. Stephens-Big Walnut Middle School
Tiffany N. Tennihill-Big Walnut Middle School
Maddie M. Hamann-Big Walnut Middle School
April C. Liimatta-Big Walnut Middle School

Jared B. Steed– Buckeye Valley Local High School

Ben M. Brittsan– Buckeye Valley Local Middle School
Jordan T. Emmons– Buckeye Valley Local Middle School
Christopher G. Halmbacher– Buckeye Valley Local Middle School
Bailey N. Harsh– Buckeye Valley Local Middle School
Ben P. Leech– Buckeye Valley Local Middle School
Corbin K. Willis– Buckeye Valley Local Middle School

Michael A. Austin-John C. Dempsey Middle School
Martin D. Bobb-John C. Dempsey Middle School
Stewart W. Carpenter-John C. Dempsey Middle School
Kendall J. Brezinski-John C. Dempsey Middle School
Robert S. Homan-John C. Dempsey Middle School
Abigail E. Mack-John C. Dempsey Middle School
Maggie E. Payne-John C. Dempsey Middle School
Matt F. Schmitthenner-John C. Dempsey Middle School
Cassandra I. Semon-John C. Dempsey Middle School
Abryney E. Steele-John C. Dempsey Middle School
Will J. Wright-John C. Dempsey Middle School
Brian J. Ufferman-John C. Dempsey Middle School

Timothy A. Stanfill -Olentangy Liberty High School

Allie J. Hermance-Moore-Olentangy Liberty Middle School
Katherine A. Stanfill-Olentangy Liberty Middle School

Renee A. Morris -Olentangy Shanahan Middle School

Samuel J. Bobb-Rutherford B. Hayes High School

Hannah R. Clifford-St. Mary
Betsy A. Dible-St. Mary
Maureen C. Flahive-St. Mary
Melanie Ritzenthaler-St. Mary
Evan B. Wagstaff-St. Mary

Mariah I. Hake– Village Academy Learning Unlimited
Shambavi Sadayappan-Village Academy Learning Unlimited

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Pavan S. Yedavalli-Village Academy Learning Unlimited

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to these students for participation in the State Science Day 2005.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates these students on their participation in State Science Day 2005. Their diligence and hard work have earned them the distinction of being selected to participate in this prestigious event.

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

RESOLUTION NO. 05-917

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PROSECUTOR’S OFFICE:

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

Supplemental Appropriation		Amount
10012101-5001	Prosecuting Attorney/Compensation	\$38,640.00

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

RESOLUTION NO. 05-918

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDER’S OFFICE:

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

Supplemental Appropriation		Amount
10013101-5319	Recorder/Reimbursements/Refunds	\$275.00

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

RESOLUTION NO. 05-919

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

Supplemental Appropriation		Amount
23916102-5305	Help America Vote Act/Training & Staff Development	\$25,962.06

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

RESOLUTION NO. 05-920

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR KELLER PINES:

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

Ditch Maintenance Petition- Keller Pines

We the undersigned owners of 22.42 acres in Harlem and Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Keller Pines** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). These plats 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 **Keller Pines** Subdivision.

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The cost of the drainage improvements is \$185,655.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-one (31) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$5,988.87 per lot. An annual maintenance fee equal to 2% of this basis \$119.78 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 \$3,713.10 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. 05-921

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR FOOR CONCRETE COMPANY:

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

Foor Concrete Company

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 11th day of July 2005, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **FOOR CONCRETE COMPANY**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**Foor Concrete Company**” 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** shall deposit **TWO THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection of the improvements during their construction by the **Delaware County Engineer’s Office**.
- 4. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 5. 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.
- 6. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2005**.
- 7. 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.
- 8. 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**.
- 9. 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**.
- 10. 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. 05-922

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SCIOTO RESERVE SECTION 4, PHASE 6; KILLDEER MEADOWS SECTION 1 AND SCIOTO RESERVE SECTION 4, PHASE 12:

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

Scioto Reserve Section 4, Phase 6

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2005 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$18,800** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

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He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

Killdeer Meadows Section 1

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2005 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$68,420** for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

Scioto Reserve Section 4, Phase 12

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2005 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$47,250** for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

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

RESOLUTION NO. 05-923

**IN THE MATTER OF RELEASING MAINTENANCE BONDS FOR THE HOME ROAD DITCH
RELOCATION FOR RUSS HILL:**

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

**Home Road Ditch Relocation
Plan/Profile for Russ Hill**

In April, 2005, your Board entered into agreement with Russ Hill, the developer for the above referenced project. At that time, Mr. Hill posted a cash construction surety in the amount of \$24,150 to assure completion of the project. As Mr. Hill has completed improvements to the satisfaction of this office, The Engineer request approval to return this surety to the developer.

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

RESOLUTION NO. 05 -924

**IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BONDS OF OLDE
STATE FARMS LTD FOR CONSTRUCTION OF OLDE STATE FARMS SECTION 2 AND M/I HOMES
FOR CONSTRUCTION OF WILLOW SPRINGS NORTH SECTION 2:**

It was moved by Mr. Evans , seconded by Mr. Ward to approve taking action against the bonds of Olde State Farms Ltd. and M/I Homes

Olde State Farms Section 2

In March, 2004, your Board entered into agreement with Olde State Farms Ltd. For the above referenced project. In May, 2005, this project was placed on the required one-year maintenance period with the understanding that grading, seeding and mulching of the project would be completed as soon as weather permitted. In June, 2005, a letter was sent via certified mail to the developer advising that the work still had not been completed and requested the work be performed by July 15, 2005 to avoid action against his maintenance bond. As of this date, the work has still not been completed. The Engineer is , therefore, requesting approval to take action against this surety should the work still not be completed by the July 15, 2005 date.

Willow Springs North Section 2

In June, 2003, your Board entered into agreement with M/I Homes, the developer for the above referenced project. In April, 2005, a Pre-final Punchlist was sent to M/I outlining the items still remaining to complete the project. In June, 2005, a letter was sent via certified mail to M/I Homes outlining the items still needed to complete the project and advising that if these items were not completed by July 15, 2005, the expiration date of

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their maintenance bond, the staff would take action against the bond and have the work completed. As of this date, M/I has still failed to complete the work. The Engineer is , therefore, requesting approval to take action against the bond should M/I not complete this work by the July 15, 2005 date.

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

RESOLUTION NO. 05-925

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
U05127	Sprint	Green Cook Road	Place buried cable
U05128	Del-Co Water	Lewis Center Road	Install road bore

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

RESOLUTION NO. 05-926

ACKNOWLEDGING RECEIPT OF PLANS AND SPECIFICATIONS AND SETTING DATE AND TIME FOR PUBLIC HEARING FOR THE SAWMILL PARKWAY ASSESSMENT PROJECT THAT CONSISTS OF EXTENDING SAWMILL PARKWAY, FROM A POINT COMMENCING AT THE INTERSECTION OF HOME ROAD AND SAWMILL PARKWAY AND PROCEEDING NORTHERLY FOR APPROXIMATELY 5,000 LINEAR FEET BY EXCAVATING, GRADING, PAVING, DRAINAGE, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :

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

NOTICE OF PUBLIC HEARING
SAWMILL PARKWAY ASSESSMENT PROJECT

Interested persons are hereby notified that a hearing will be held at **8:00 o’clock, P.M., on Monday August 1st, 2005** at:

Delaware County Commissioners Office
101 North Sandusky Street
Delaware, Ohio

when and where objections to the Sawmill Parkway Assessment Project (the “Improvement”) in Delaware County referred to in a Resolution No. 05-433 adopted by the Board of County Commissioners of Delaware County on April 14, 2005, and described therein will be heard by that Board.

That Improvement consists of

extending Sawmill Parkway, from a point commencing at the intersection of Home Road and Sawmill Parkway and proceeding northerly for approximately 5,000 linear feet by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings, and street signs, together with all necessary and related appurtenances.

The Resolution determines that assessments for the Improvement will be levied against certain improved lots and parcels on property owned by Triangle Properties, Inc. abutting Sawmill Parkway north of Home Road as further described in the Resolution.

The detailed plans, together with specifications, an estimate of cost and tentative assessments for the Improvement, are on file in the office of the Clerk of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio, and are available for inspection therein.

Written objections to or endorsements of the Improvement, the character and termini thereof, the boundaries of the assessment district therefore or the tentative assessments for the same will be received by the Board and considered at the hearing.

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

RESOLUTION NO. 05-927

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IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE, PLAN AND SETTING BID OPENING
DATE AND TIME FOR THE PROJECT KNOWN AS SAWMILL PARKWAY EXTENSION PROJECT:

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

INVITATION TO BID

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Tuesday, August 2, 2005**, for furnishing all labor, materials and equipment necessary to complete the project known as Sawmill Parkway Extension Project, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. There will be a non-refundable \$150 charge for the bid packet and plans. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than July 1, 2006.

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

Bids shall be placed in a sealed envelope marked “SEALED BID FOR SAWMILL PARKWAY EXTENSION PROJECT”.

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

Scope of work:

This project consists of the existing Sawmill Parkway, from Home Road (DEL – CR 124) north approximately 1 mile, terminating about ½ mile south of Hyatts Road (DEL – CR 123). The project includes improvements to existing Home Road near the intersection of Sawmill Parkway and construction of about 5075 feet of the Sawmill Parkway extension. The 4 lane divided parkway includes construction of storm sewers, drainage ditches, traffic signals, and a concrete arch bridge.

Estimate:

CONSTRUCTION SUBTOTAL	\$4,282,438.38
CONSTRUCTION CONTINGENCIES (10%)	\$428,243.84
 TOTAL CONSTRUCTION COSTS	 \$4,710,682.22

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

RESOLUTION NO. 05-928

9:30 AM PUBLIC HEARING FOR IMPROVING AND WIDENING (I) LEWIS CENTER ROAD FROM A POINT COMMENCING APPROXIMATELY 400 FEET EAST OF ITS INTERSECTION WITH DUBOIS ROAD AND PROCEEDING WESTERLY TO ITS INTERSECTION WITH U. S. ROUTE 23 AND (II) U. S. ROUTE 23 FROM A POINT 700 FEET SOUTH OF ITS INTERSECTION WITH LEWIS CENTER ROAD AND PROCEEDING NORTHWESTERLY TO ITS INTERSECTION WITH ORANGEWICK DRIVE BY EXCAVATING, GRADING, PAVING, DRAINAGE, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, SIGNALIZATION AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES:

It was moved by Mr. Ward, seconded by Mr. Evans to open the Public Hearing at 9:41 AM.

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

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RESOLUTION NO. 05-929

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR IMPROVING AND WIDENING (I) LEWIS CENTER ROAD FROM A POINT COMMENCING APPROXIMATELY 400 FEET EAST OF ITS INTERSECTION WITH DUBOIS ROAD AND PROCEEDING WESTERLY TO ITS INTERSECTION WITH U. S. ROUTE 23 AND (II) U. S. ROUTE 23 FROM A POINT 700 FEET SOUTH OF ITS INTERSECTION WITH LEWIS CENTER ROAD AND PROCEEDING NORTHWESTERLY TO ITS INTERSECTION WITH ORANGEWICK DRIVE BY EXCAVATING, GRADING, PAVING, DRAINAGE, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, SIGNALIZATION AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :

It was moved by Mr. Evans, seconded by Mr. Ward to close the Public Hearing at 9:44 AM.

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

RESOLUTION NO. 05-930

IN THE MATTER OF DETERMINING TO PROCEED WITH THE IMPROVING AND WIDENING OF (I) LEWIS CENTER ROAD FROM A POINT COMMENCING APPROXIMATELY 400 FEET EAST OF ITS INTERSECTION WITH DUBOIS ROAD AND PROCEEDING WESTERLY TO ITS INTERSECTION WITH U. S. ROUTE 23 AND (II) U. S. ROUTE 23 FROM A POINT 700 FEET SOUTH OF ITS INTERSECTION WITH LEWIS CENTER ROAD AND PROCEEDING NORTHWESTERLY TO ITS INTERSECTION WITH ORANGEWICK DRIVE BY EXCAVATING, GRADING, PAVING, DRAINAGE, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, SIGNALIZATION AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :

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

WHEREAS, the Board of County Commissioners of Delaware County adopted Resolution No.05-777 on the June 2, 2005 declaring it to be necessary to improve and widen (i) Lewis Center Road from a point commencing approximately 400 feet east of its intersection with DuBois Road and proceeding westerly to its intersection with U. S. Route 23 and (ii) U. S. Route 23 from a point 700 feet south of its intersection with Lewis Center Road and proceeding northwesterly to its intersection with Orangewick Drive by excavating, grading, paving, drainage, conduit, curbs and gutters, traffic pavement markings, signalization and street signs, together with all necessary and related appurtenances (the “*Improvement*”); and

WHEREAS, the County Engineer has made and filed with this Board the surveys, plans, profiles, cross sections, estimates of costs, specifications, and estimated assessments for the Improvement; and

WHEREAS, this Board gave notice of a public hearing on the Improvement by publication in the *Delaware Gazette*, a newspaper published and of general circulation in the County, on June 24, 2005 and July 1, 2005; and

WHEREAS, a public hearing for the purpose of considering objections to the Improvement and to the estimated assessments was held by this Board on July 11, 2005, pursuant to notice duly published as required by law;

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

Section 1. It is hereby found and determined that no land or property is to be taken or appropriated for the Improvement and accordingly no claims are to be determined for compensation or damages on account of land or property to be taken for the Improvement.

Section 2. This Board is satisfied that the public convenience and welfare require that the Improvement be made, and that the costs of the Improvement will not be excessive in view of its public utility.

Section 3. Objections, if any, to the Improvement heretofore made and fully heard and considered by this Board be and the same are hereby denied and overruled.

Section 4. The surveys, plans, profiles, cross sections, estimates of cost, and specifications, and estimated assessments for the Improvement now on file in the office of this Board be and the same are hereby approved, confirmed and adopted; subject however, to adjustment of the estimated assessments based on the actual cost of the Improvement, including compensation and damages (if any) plus any interest on the special

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assessments to be computed at the same rate applicable to notes or bonds to be issued by the County in anticipation of the collection of the special assessments. Those estimated assessments identifying the property and property owner(s) to be assessed are on file in the office of the Clerk of this Board.

Section 5. The Board hereby determines to proceed with the Improvement.

Section 6. The assessments shall be certified by the Clerk of this Board to the County Auditor upon the completion of the Improvement and the determination of the actual cost thereof, including compensation and damages, for collection in twenty (20) annual installments (each annual installment to be payable semi-annually at the time real estate taxes in Delaware County, Ohio are payable), together with interest on the unpaid principal amount of each special assessment as provided for by law or in the resolution levying the final special assessments.

Section 7. The Clerk of this Board is hereby directed to file a certified copy of this resolution with the County Auditor within fifteen days after its passage.

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

RESOLUTION NO. 05-931

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,500,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF IMPROVING AND WIDENING LEWIS CENTER ROAD AND U.S. ROUTE 23 BETWEEN CERTAIN TERMINI BY EXCAVATING, GRADING, PAVING, DRAINAGE, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, SIGNALIZATION AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES:

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

WHEREAS, this Board has previously by Resolution No. 05-777 adopted on June 2, 2005, declared the necessity of the improvements described therein and by Resolution No. 05-931 adopted on July 11, 2005 determined to proceed with the Improvement defined in Section 1; and

WHEREAS, the County Auditor as fiscal officer of this County has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 20 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2010;

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$2,500,000 (the "*Bonds*") for the purpose of paying the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of improving and widening Lewis Center Road and U.S. Route 23 between certain termini by excavating, grading, paving, drainage, conduit, curbs and gutters, traffic pavement markings, signalization and street signs, together with all necessary and related appurtenances (the "*Improvement*"), all as provided for in the Resolution of Necessity.

Section 2. The Bonds shall be dated approximately July 1, 2006, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$2,500,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in accordance with Section 6 of this Resolution (the "*Certificate of Award*") as the amount necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance, provided that the County Administrator may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

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Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "*Paying Agent*").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

"*Book entry form*" or "*book entry system*" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to

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consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

All special assessments collected for the Improvement and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Notes and Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "*Code*") or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and

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binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 05-932

9:45 AM - IN THE MATTER OF PUBLIC HEARING # 2 FOR FY05 CDBG FORMULA PROGRAM:

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

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

RESOLUTION NO. 05-933

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR FY05 CDBG FORMULA PROGRAM:

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

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

RESOLUTION NO. 05-934

IN THE MATTER OF AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR THE FISCAL YEAR 2005 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE SMALL CITIES FORMULA PROGRAM:

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

WHEREAS, the Ohio Department of Development has allocated \$166,000 in the Fiscal Year 2005 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, Delaware County has conducted its first public hearing on February 7, 2005, concerning the CDBG program and has conducted a second public hearing on the proposed application on July 11, 2005. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program.

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

Section 1. That the County Administrator is hereby authorized to make application for \$166,000 of Community Development Block Grant Small Cities Formula Program funds. \$39,800 of which shall be used for Flood & Drainage Improvements in the Village of Ostrander; \$50,000 is to be used for Water & Sewer for the Village of Ashley; \$20,189 is to be used for ADA Curbs/Sidewalks for the Village of Galena; \$20,300 to be used for Street Repairs for Porter Township (Olive Green); \$10,631 to be used for Rental Rehabilitation at Ashley Villa, \$14,280 is to be used for Public Rehabilitation (ADA Ramp) at Delaware County Fairgrounds; \$5,800 is to be used for Fair Housing educational activities throughout the County; and \$5,000 is to be used for Program Administration. Included with said application will be all necessary program assurances.

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

Section 3. The funding for the projects for the FY 2005 Grant is attached below:

FY 2004						
Community Name	Proposed Project	Total Project Cost	Proposed CDBG Formula	Proposed RLF Funding	Proposed Other Funding	

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			Funding			
Village of Ostrander	Flood & Drainage	\$ 44,800	\$ 39,800	\$ 5,000	0	Village to pay engineering design & inspection cost.
Village of Ashley	Water & Sewer	\$ 70,000	\$ 50,000	0	\$ 20,000	Village
Village of Galena	Curbs/Sidewalks (ADA)	\$ 30,189	\$ 20,189	0	\$ 10,000	Village
Porter Township (Olive Green)	Street Repairs	\$ 40,300	\$ 20,300	\$ 20,000	0	
Ashley Villa	Rental Rehabilitation	\$ 18,791	\$ 10,631	\$ 8,160	0	
Delaware Fair	Public Rehabilitation ADA Ramp	\$ 17,780	\$ 14,280	0	\$ 3,500	Fair Board
Fair Housing	Countywide	\$ 5,800	\$ 5,800	0	0	
Administrative	General	\$ 5,000	\$ 5,000	0	0	
Totals		\$ 232,660	\$166,000	\$ 33,160	\$ 33,500	

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

RESOLUTION NO. 05-935

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF OSTRANDER FLOOD & DRAINAGE IMPROVEMENTS, PORTER TOWNSHIP (OLIVE GREEN) STREET REPAIRS, AND ASHLEY VILLA SENIOR CITIZEN COMPLEX RENTAL REHABILITATION FOR ADDITIONAL FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2005 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM FOR THESE PROJECTS:

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

WHEREAS, Delaware County has applied for \$166,000 in the Fiscal Year 2005 Small Cities Community Development Block (CDBG) grant funds under the Formula Program for various improvement and planning projects in the County, and

WHEREAS, the total cost of these projects is estimated to be \$232,660; and

WHEREAS, it is anticipated that a funding gap exists between the total cost of said projects and the amount of funds available to totally fund these projects from the FY05 CDBG Small Cities Formula Program; and

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

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

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

- Section 1. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$20,000 to further assist in the Street Repairs in Porter Township (Olive Green).
- Section 2. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$5,000 to further assist in Flood & Drainage Improvements in the Village of Ostrander.
- Section 3. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$8,160 to further assist in the development of Rental Rehabilitation at Ashley Villa Senior Citizen Complex in the Village of Ashley.
- Section 4. That this resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 05-936

IN THE MATTER OF APPROVING THE AMENDMENT TO THE DELAWARE COUNTY’S COMMUNITY HOUSING IMPROVEMENT PROGRAM POLICY AND PROCEDURES MANUAL FOR THE PERIOD 2004 TO 2008:

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

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WHEREAS, the State of Ohio, Department of Development (ODOD), provides financial assistance to local governments under the Community Development Block Grant (CDBG) program and the Ohio Housing Trust Fund (OHTF) for the purpose of addressing local housing needs for low income households countywide; and

WHEREAS, Delaware County has received the FY 2004 Community Housing Improvement Program (CHIP) funding by ODOD, consisting of CDBG and HOME funds to assist eligible low income households; and

WHEREAS, Delaware County was required by Ohio Department of Development to establish a Community Housing Improvement Program (CHIP) Policy and Procedure Manual in May 2004 that will be in effect for five years; and,

WHEREAS, the CHIP Policy Manual was approved by Delaware County Commissioners on Resolution No.04-628 date May 20, 2004; and,

WHEREAS, the Policy and Procedure Manual states that liquid assets cannot exceed \$20,000 to receive Private Owner rehabilitation and Home Repairs; and

WHEREAS, the Policy and Procedure Manual includes savings and checking accounts, stocks, bonds, savings certificates, money market funds and life insurance policies, lump sum receipts such as inheritance and insurance settlements as liquid assets; and

WHEREAS, to clarify that liquid assets must be funds that are available to the applicant and are accessible without penalty and not associated with they're retirement; and

WHEREAS, life insurance policies are payable upon death should not be include as a liquid asset.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF DELAWARE COUNTY OHIO, THAT:

SECTION I. That the Board of Commissioners approves the amendment to clarify that liquid assets must be funds that are available to the applicant and are accessible without penalty and not associated with applicant retirement, and life insurance policies are payable upon death should not be included as a liquid asset.

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

SECTION 3: Upon passage of this resolution, a copy shall be forwarded to the Ohio Department of Development.

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

RESOLUTION NO. 05-937

A RESOLUTION AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH THE JAMES GROUP FOR THE PROVISION OF GRANT CONSULTING SERVICES THROUGH THE DELAWARE COUNTY ECONOMIC DEVELOPMENT GRANTS CLEARINGHOUSE PROGRAM:

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

WHEREAS, the Delaware County Economic Development Department has established a Grants Clearinghouse program in order to facilitate the County's ability to identify, research, match, and apply for grants to assist various County Departments and communities throughout the County; and

WHEREAS, it has been determined that the Grants Clearinghouse activities shall be performed by a consultant with direction and oversight provided by the Economic development Department; and

WHEREAS, the James Group, located at 110 E. Wilson Bridge Road, Worthington, Ohio, has submitted a proposal dated June 13, 2005, that has been determined to provide an acceptable plan for success for the Grants Clearinghouse.

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 Board of Commissioners authorizes the President of the Board to execute an Agreement for grant services associated with the County's Grants Clearinghouse program with The James Group in an amount of Seven Thousand Six Hundred Dollars (\$7,600) for grant research and identification activities; and with additional costs to be determined on a time and materials basis; consistent with the proposal dated June 13, 2005 on file with the Economic Development Department.

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

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

RESOLUTION NO. 05-938

IN THE MATTER OF AMENDING THE PURCHASE OF A CHILD CARE SERVICES CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE
DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER KATHY HARPER:

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

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

This amendment, effective June 24, 2005 is to amend the Purchase of Child Care Provider Services Contract between the Delaware County Department of Job and Family Services and Kathy Harper entered into on the 29th day of November, 2004.

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 \$6,000 to \$12,000.

Further Be It Resolved, that the Commissioners approve an increase to the following Purchase Order

P.O. 502763 22411610 \$6,000.00

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

RESOLUTION NO. 05-939

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE 2005 COMMUNITY RECYCLING
AND LITTER PREVENTION GRANT:

It was moved by Mr. Evans , seconded by Mr. Ward , to approve the quarterly Report of the 2005 Community Recycling and Litter Prevention Grant.

(A copy of the grant is available for review at the Commissioner’s Office until no longer of administrative value).

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

RESOLUTION NO. 05-940

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR OLENTANGY
CROSSINGS SECTION 3; OLENTANGY CROSSINGS SECTION 4 AND OLENTANGY CROSSINGS
SECTION 5:

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

Olentangy Crossings Section 3

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

THIS AGREEMENT executed on this 11th day of July 2005, by and between **PLANNED COMMUNITIES INC.** SUBDIVIDER, as evidenced by the **OLENTANGY CROSSINGS SECTION 3** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$99,890**) 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.

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The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$7995**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and

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maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

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

Olentangy Crossings Section 4

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

THIS AGREEMENT executed on this 11th day of July 2005, by and between **PLANNED COMMUNITIES INC.** SUBDIVIDER, as evidenced by the **OLENTANGY CROSSINGS SECTION 4** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$96,205**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

REIMBURSEMENT

Upon completion of construction of the Improvements, the DEVELOPER shall be reimbursed \$7,189.00, the cost to oversize one of the sewers to 18" per the standard County reimbursement policy (the difference in material costs between an 18" pipe and 15" pipe plus 25%).

The DEVELOPER shall be reimbursed in tap fee credits the cost of the Improvements. The obligation of the County to reimburse the DEVELOPER shall be contingent upon completion of the improvements and acceptance thereof by the County Sanitary Engineer. The reimbursement to Owner shall be in tap fee credits, at the rate in effect as of the date that the County accepts the improvements.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$7700**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall

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make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Olentangy Crossings Section 5

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

THIS AGREEMENT executed on this 11th day of July 2004, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the **OLENTANGY CROSSINGS SECTION 5** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$470,721.10**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of **\$4,000.00** for each single family residential connection (Surcharge to be adjusted at completion of Perry Taggart Sewer Construction), minus an oversizing credit (\$17.063/foot x 2554 feet = **\$43,578.90**), for **74** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$615,814.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check,

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irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$49,265.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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maintenance by the COUNTY.

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

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

Vote on Motion

Mr. Ward

Mr. Jordan

Mr. Evans

RESOLUTION NO. 05-941

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND ARCHITECTURE FOR COMMERCIAL PLAN EXAMINATION AND RESIDENTIAL PLAN EXAMINATION SERVICES IN THE COUNTY:

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

AGREEMENT

This AGREEMENT, made and entered into this 11th day of July 2005, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and Architecture!, with offices at 1335 Dublin Road, Columbus, Ohio, 43215, hereinafter called "ARCHITECT".

WHEREAS, the COUNTY is in need of commercial plan examination and residential plan examination services in the county; and

WHEREAS, the ARCHITECT is a licensed architect, will be performing architectural services and is qualified as a commercial plan examiner and residential plan examiner; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ARCHITECT to provide to the COUNTY plan review services.

Now, THEREFORE, COUNTY and ARCHITECT, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BASIC SERVICES OF THE ARCHITECT

- A. The ARCHITECT shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The ARCHITECT shall review construction documents submitted to the Delaware County Code Compliance Office for conformance with the Delaware County Building Code and/or the Ohio Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ARCHITECT shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ARCHITECT agrees to review and return submitted drawings to the COUNTY within seven (7) business days for residential and (12) business days for commercial from the date of receipt by the ARCHITECT.
- C. The ARCHITECT shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT. This shall include the text, electronic file or online access to the current version adopted by the COUNTY.
- D. The ARCHITECT shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- E. Throughout the entire term of this Agreement, The ARCHITECT shall maintain, at its own expense, one million dollars (\$1,000,000.00) in general liability insurance and agrees to name the COUNTY as additional insured in such insurance policy. Before rendering services under this contract, ARCHITECT agrees to provide the COUNTY with a copy of such policy. ARCHITECT agrees to immediately notify the COUNTY should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The COUNTY reserves the right to immediately terminate this Agreement upon receiving such notice.
- F. Throughout the entire term of this Agreement, ARCHITECT agrees to maintain, at its own expense, adequate liability insurance sufficient to the COUNTY on all vehicles used in connection with this Agreement and agrees to name the COUNTY as additional insured in such insurance policy. Before rendering services under this contract, ARCHITECT agrees to provide the COUNTY with a copy of such policy. ARCHITECT agrees to

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immediately notify the COUNTY should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The COUNTY reserves the right to immediately terminate this Agreement upon receiving such notice.

- G. The ARCHITECT shall provide to the COUNTY proof of worker's compensation coverage as required by Ohio law.
- H. The ARCHITECT shall furnish its own vehicle for transportation.
- I. ARCHITECT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ARCHITECT shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment. In the event ARCHITECT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by COUNTY and ARCHITECT may be declared ineligible for future Agreements with the COUNTY.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the ARCHITECT

- A. The COUNTY shall furnish to ARCHITECT the standard forms necessary for the execution of the services.
- B. The COUNTY shall provide to ARCHITECT clerical services necessary for the processing of the permits.
- C. The COUNTY shall provide for the pick up and delivery of construction documents.
- D. The COUNTY shall provide prompt written notice to the ARCHITECT whenever the COUNTY observes or is made aware of the ARCHITECT'S default or non-conformance with this AGREEMENT and afford the ARCHITECT reasonable opportunity to cure such defect or non-conformance. If after reasonable opportunity the ARCHITECT'S performance does not cure the defect, the COUNTY may terminate this AGREEMENT at any time providing a thirty (30) day written notice to the ARCHITECT.
- E. The COUNTY shall provide conference and meeting facilities for the ARCHITECT to meet with applicants in regards to the work performed by the ARCHITECT pursuant to this Agreement.
- F. The COUNTY shall use its best effort to secure release of other data held by others necessary for the ARCHITECT to perform their obligations under this Agreement.

SECTION III. BASIS OF PAYMENT

- A. The ARCHITECT shall be compensated by payment for services based upon the fee schedule below.

Commercial plan examination - \$60/hr.
Residential plan examination - \$50/hr.
Reimbursable expenses – At cost
Mileage - \$0.32/mile

- B. The ARCHITECT shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the ARCHITECT'S written Approval, Addendum Letter or Correction Letter.
- C. The ARCHITECT shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The COUNTY reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

SECTION IV. GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- B. The ARCHITECT shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.

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- C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for two (2) years. This AGREEMENT may be renewed for two-year periods upon written mutual agreement of both parties.
- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ARCHITECT.
- E. Either party for convenience may terminate this AGREEMENT without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause.
- F. To the fullest extent permitted by law, the ARCHITECT shall indemnify, keep, save and hold harmless the COUNTY, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type related in any manner to the ARCHITECT's performance of this Agreement. The ARCHITECT shall undertake to defend the COUNTY, at its own expense, in and from any and all actions, claims, or demands brought against the COUNTY by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the COUNTY as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.
- G. No employee of the ARCHITECT shall at any time be considered an agent or employee of the COUNTY.
- H. The ARCHITECT shall carry such bodily injury and property damage liability insurance as will protect it and the COUNTY against claims for personal injury, including death or property damage, which may arise from operations under this Agreement.
- I. No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof.
- J. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- K. ARCHITECT states and agrees that the individual(s) who, on behalf of the ARCHITECT, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of ARCHITECT and are authorized to and have authority to enter this Agreement on behalf of ARCHITECT and by so signing have authority to bind and does bind ARCHITECT to any and all terms of this Agreement.
- L. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with
- M. The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

This document represents the entire agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.

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

RESOLUTION NO. 05-942

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE EDUCATIONAL SERVICE CENTER:

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

Supplemental Appropriation		Amount
2091112-5335	Educational Service Center/Rent	\$325.00

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

RESOLUTION NO. 05-943

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

It was moved by Mr. Jordan , seconded by Mr. Evans to adjourn into Executive Session .

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

RESOLUTION NO. 05-944

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan , seconded by Mr. Evans to adjourn out of Executive Session.

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

RESOLUTION NO. 05-945

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

It was moved by Mr. Jordan , seconded by Mr. Ward to adjourn into Executive Session .

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

RESOLUTION NO. 05-946

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward , seconded by Mr. Evans to adjourn out of Executive Session.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward