

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 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

PUBLIC COMMENT

Dottie Brown with the Economic Development Department informed the Commissioners of a CHIP (community housing improvement program) open house on August 31, 2005 from 6:30pm-8:00pm

COUNCIL FOR OLDER ADULTS PRESENTATION

-Cheshire Road location for new services building

RESOLUTION NO. 05-1117

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 18, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held August 18 , 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. 05-1118

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0819:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0819 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Village of Galena	Reimbursement User Fees	65211905-5319	\$ 18,064.38
Graters Ice Cream	Return of Capacity Fee	65211905-5319	\$ 10,140.09
Increases			
Global Protective Services	Security	10011102-5301	\$ 15,000.00
Vouchers			
Dalmation Fire	Fire Protection/Jail	40411414-5410	\$ 21,175.08
Kenny Huston	Masonry/Jail	40411414-5410	\$ 63,996.37
Henry Painting	Painting/Jail	40411414-5410	\$ 28,694.80
Professional Services Industries	Testing and Inspection	40411414-5410	\$ 14,829.00
Jess Howard	Electrical Work/Jail	40411414-5410	\$ 61,922.36
Council for Older Adults	Adult Protective Services	22411606-5348	\$ 12,066.81
JG Contracting	Milestone Payment Tower	41111421-5450	\$ 308,905.00

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

RESOLUTION NO. 05-1119

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the Treasurer’s Report.

(Copy available for review at the Commissioner’s office until no longer of administrative value.)

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

RESOLUTION NO. 05 -1120

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Christine Dobrovich, Susan Brown, Joyce Rhodes and Wendy Shannon attend a Child Support Leadership Training in Fairfield, Ohio September 15, 2005, at the cost of \$200.00. (This training was approved for August 12, 2005 but it was rescheduled).

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The Child Support Enforcement Agency is requesting that Matt Smith attend a Peer-to-Peer Presentation in Hancock County August 22, 2005, at no cost.

The Prosecutor’s Office is requesting that Dave Yost attend an Ohio Prosecuting Attorneys Association Training in Cleveland, Ohio September 29-30, 2005, at the cost of \$573.01.

The Department of Job and Family Services is request that Lori Powers, Kieth Matlack, Lisa Cabot, Mona Reilly and Bobbie Gause attend a Public Children Services Association of Ohio Annual Conference in Worthington, Ohio September 21, 22, and 23, 2005, at the cost of \$725.00.

The Code Compliance Department is requesting that Joseph Amato, Joe Holbrook, Ron Reid and Peggy Roberts attend an Electrical Seminar (Soares Grounding Course) in Marysville, Ohio October 1, 2005, at the cost of \$700.00.

Juvenile Court is requesting that Sharon McCollister and Faith Walzak attend an AFCC Regional Training Conference in Breckenridge, Colorado September 21-25, 2005, \$3,035.00.

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

RESOLUTION NO. 05-1121

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE RHODES #7 WATERSHED DITCH PETITION FILED BY WILLIAM J. COX AND OTHERS:

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

WHEREAS, on this 22nd day of August, 2005, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by William J. Cox and Others, petitioners, to:

- 1. Propose improvement commencing in Delaware County, Scioto Township within The Rhodes #7 Watershed only. No other watersheds will be added.
- 2. “The Nature of the work petitioned is to generally do what is necessary to improve the surface drainage within the Rhodes Watershed. The roads in this area are Township Roads Slocum and Degood as well as County Road Burnt Pond. This will include the drainage ditches on both sides of these roads and a drainable grade within the right of way. It will also go through private properties. The subsurface County tile will need inspected for the purpose of putting the same on ditch maintenance. This will also address an improperly installed sub-surface tile run at the rear of homes located on Degood and Burnt Ponds Roads and North of the Stover’s property. We understand that this originally has a Count permit and was inspected but it flows in the wrong direction. Due to County and Township poor performance in maintaining the right of way ditches for many years. We would like the County Commissioners to be very aware of the fact that this watershed improvement if adopted will no be successful with out the county and township moving in co-ordinance with work done on private property. This cannot be done 2-3 years later.”

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **10th day of October, 2005, at 1:30 PM** at the intersection of Degood Road and Burnt Pond Road be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **31st day of October, 2005, at 7:30 P.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 05-1122

ADOPTING RESOLUTION OF CONGRATULATIONS TO ALAN ROSENBECK UPON EARNING HIS EAGLE SCOUT AWARD:

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

Whereas, Alan Rosenbeck has been a member of Boy Scout Troop # 701, and

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

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

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

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

RESOLUTION NO. 05-1123

ADOPTING RESOLUTION OF CONGRATULATIONS TO CALEB GRIFFIN UPON EARNING HIS EAGLE SCOUT AWARD:

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

Whereas, Caleb Griffin has been a member of Boy Scout Troop # 701, and

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

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

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

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

RESOLUTION NO. 05-1124 TABLED TO AUGUST 25, 2005

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 168.64 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

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

Whereas, on July 14, 2005, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by J. Jeffrey McNealey Esq., agent for the petitioners, of 168.64 Acres, more or less, in Berlin Township to the City of Delaware.

Whereas, the annexation petition was filed pursuant to Section 709.023 of the Ohio Revised Code;

Whereas, on August 8, 2005, Berlin Township filed with the Delaware County Board of Commissioners an objection (Berlin Township Resolutions 05-08-01, 05-08-02 and 05-08-03) to the annexation pursuant to Section 709.023(D) of the Ohio Revised Code, which objection is attached hereto and states, in pertinent part, that the annexation petition does not comply with Sections 709.023 (E)(2), (5) & (6) of the Ohio Revised Code;

Whereas, pursuant to Section 709.023(D) of the Ohio Revised Code, the Delaware County Board of Commissioners reviewed the annexation in light of the criteria established by Section 709.023(E) of the Ohio Revised Code;

Whereas, pursuant to Section 709.023(E) of the Ohio Revised Code, the Delaware County Board of Commissioners find as follows:

(1) The annexation petition meets all the requirements set forth in, and was filed in the manner provided in, Section 709.021 of the Ohio Revised Code.

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- (2) The persons who signed the petition are owners of the real estate located in the territory proposed for annexation and constitute all of the owners of real estate in that territory.
- (3) The territory proposed for annexation does not exceed five hundred acres.
- (4) The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five per cent of the perimeter of the territory proposed for annexation.
- (5) The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed for annexation.
- (6) The municipal corporation to which annexation is proposed has agreed to provide to the territory proposed for annexation the services specified in the relevant ordinance adopted under Section 709.023(C) of the Ohio Revised Code, which ordinance (Delaware City Ordinance 05-52), is attached hereto.
- (7) If a street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation to which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem. (See Delaware City Ordinance 05-52 Section 3);

Whereas, the Delaware County Board of Commissioners find that the annexation petition meets all of the requirements set forth above;
Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition to annex 168.64 acres, more or less, in Berlin Township to the City of Delaware.

Vote on Motion Tabled to August 25th , 2005

RESOLUTION NO. 05-1125

IN THE MATTER OF TABLING THE ANNEXATION PETITION OF 168.64 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE TO AUGUST 25TH , 2005:

It was moved by Mr. Ward, seconded by Mr. Evans to tablet the resolution.

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

RESOLUTION NO. 05-1126

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR UNCLAIMED FUNDS:

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

Supplemental Appropriations		Amount
10110107-5319	Unclaimed Funds	\$50,000.00

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

RESOLUTION NO. 05-1127

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR SLATE CREEK:

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

Ditch Maintenance Petition-Slate Creek

We the undersigned owners of 39.17 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Slate Creek** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). The plans for Slate Creek have been submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be 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

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improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$288,843.00 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 their development. The developed condominiums of 96 (including club house) units will receive benefits (cost) of the project as a per unit basis. The basis for calculating the assessment for each unit is therefore, \$3,008.78 per unit. An annual maintenance fee equal to 2% of this basis \$60.18 will be collected for each developed unit. 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 \$5,777.00 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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-1128

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR THE PRE-GRADING PLAN FOR THE OAKS SECTIONS 1 AND 2 AND CHESHIRE WOODS SECTION 1:

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

The Pre-Grading Plan For The Oaks Sections 1 And 2

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of August 2005, by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and NHG DEVELOPMENT GROUP, LTD., hereinafter called the SUBDIVIDER, as evidenced by the Pre-Grading Plan for “THE OAKS SECTIONS 1 AND 2” which was approved by the County Engineer, hereinafter called the PLAN, is governed by the following considerations, to wit:

1. The SUBDIVIDER is to perform said work as shown and set forth to be performed and completed on the PLAN, which is a part of this AGREEMENT.
2. The SUBDIVIDER shall pay the entire cost and expenses of said improvements.
3. The SUBDIVIDER shall deposit TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to thirty percent (30%) of the original amount deposited, the SUBDIVIDER shall replenish the account, upon notice by the Delaware County Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the SUBDIVIDER.
4. The SUBDIVIDER is to complete all work to the satisfaction of the COUNTY.
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 will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the Ohio Department of Transportation “Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”.
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.

Cheshire Woods Section 1

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 22nd day of August, 2005 between CHESHIRE WOODS, LLC as evidenced by the CHESHIRE WOODS SECTION 1 Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO is governed by the following considerations to wit:

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Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 8/2/05, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

RESOLUTION NO. 05-1129

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR GLEN OAK SECTION 3, PHASE B1:

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

Glen Oak Section 3, Phase B1

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 **\$37,100** for the duration of the one year maintenance period. A Bond in that amount is available. He also request approval to return the Bond being held as construction surety to the developer, Dominion Homes.

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

RESOLUTION NO. 05 -1130

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

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

Permit #	Applicant	Location	Type of Work
U05155	Sprint	Creek Road	Bury cable
U05156	Del-Co Water	Fry & Morey Roads	Install two bores
U05157	Del-Co Water	Penn Road	Install road bore
U05158	Del-Co Water	Russell Road	Install road bore
U05159	American Electric Power	Jewett Road	Install pole

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

RESOLUTION NO. 05-1131

IN THE MATTER OF APPROVING A CONTRACT WITH BURGESS & NIPLE, LTD. FOR THE SAWMILL PARKWAY EXTENSION:

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

CONTRACT

AGREEMENT, made and entered into this 22nd day of August, 2005 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **BURGESS & NIPLE, LTD.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of **\$2,922,912.00**, (\$2,012,992 basic engineering services, plus \$909,920.00 in “if authorized” items), based on a Proposal for Engineering Services dated July 15, 2005, and Cost Proposal dated August 15, 2005, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Sawmill Parkway Extension**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before March 1, 2007.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing polices of the insurance.

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

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RESOLUTION NO. 05-1132

IN THE MATTER OF APPROVING A TECHNICAL SUPPORT AGREEMENT BETWEEN DOLBEY AND COMPANY, THE DELAWARE COUNTY COURT OF COMMON PLEAS AND THE DELAWARE COUNTY COMMISSIONERS:

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

DOLBEY AND COMPANY

Technical Support Agreement for:
Customer name: Delaware County Common Pleas
Address: 91North Sandusky Street
City, State and Zip: Delaware, OH 43015-2250

This is a Technical Support Agreement between DOLBEY AND COMPANY (hereto referred to as DOLBEY) and Delaware County Common Pleas (hereto referred to as the customer). This agreement is made and entered into effective as of the latest date below the parties' respective signatures hereto referred to as "Effective Date" The agreement is made with reference to the following facts:

- A. The Customer has been granted an end user license to use one or more programs in the FTR Gold family of software products and
 - B. Dolbey has agreed to provide the Customer, and the Customer has agreed to accept and purchase from Dolbey, under the terms and conditions set forth in this Agreement; certain Support Services (as defined below).
1. Definitions. For purposes of this Agreement the following terms shall have the following definitions:
 - 1.1 "Supported Products" means the software program or programs included in the FTR Gold family of software programs that have been licensed for use by Customer.
 - 1.2 "Customer" means the end user of the Supported Products whose name is attached to this Agreement.
 - 1.3 "Support Services" means the support and maintenance services to be provided by Dolbey, as enumerated in paragraph 2.
 2. Support Services
 - 2.1 The Support Services referred to herein will be provided only for the Supported Products. The only Support Services to be provided under this Agreement are those specified in paragraph 2.2.
 - 2.2 Interim calls for emergency service shall be made without charge between the hours of 8 A.M. and 5 P.M. Monday through Friday excluding weekends and holidays. Any emergency calls made between the hours of 5 P.M. and 8 AM, or on weekends or holidays will be billed at \$270.00 for the first hour and \$45.00 for each additional 15 minutes. The billing time start when the technician is on the customers' site.

Replacement parts will be furnished and installed by DOLBEY Authorized Service Personnel at no extra charge. The parts replaced become the property of DOLBEY.

Component parts, assemblies, or subassemblies may be replaced with new or refurbished items at DOLBEY'S option, if parts must be replaced due to causes other than normal wear and tear, DOLBEY will charge the price in effect at the time for such part and all reasonable expenses associated with DOLBEY'S cost to replace said parts.
 3. Term. This Agreement will commence on the Effective Date and will be in effect for one (1) year. The Term of this Agreement may be extended for successive one (1) year periods by written agreement of the parties and by Customer's payment of the applicable annual support charge.
 4. Support Fee. The fee to be paid to Dolbey by customer for the Support Services during the Term of this Agreement Shall be: \$1,970.00 annually. Customer shall pay such fee quarterly with the execution of this Agreement. See attached payment schedule.
 5. Exclusions from Support Service. The Support services do not include technical support made necessary, directly or indirectly, by:
 - a. Use of operation of any Supported Product(s) in a manner, Which conflicts, with applicable operation specifications of user documentation for such Support Products(s).
 - b. Any modification, revision, variation, translation or alteration of any Supports Product(s) not made by Dolbey or with Dolbey's written authorization.
 - c. Any use of Supported Product(s) by any person not authorized to do so.
 - d. Customer's failure to ensure that all persons using or operating any Supported Product(s) are

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- trained and competent to use and/or operate such Supported Product(s).
- e. Unreasonable or repetitive user error,
 - f. Defects In or inadequate maintenance of computer equipment and/or software manufactured or produced by parties other than FTR.
 - g. Any failure by Customer to comply with any term or provision binding on Customer under this Agreement
6. Termination. Either party may terminate this Agreement at any time if:
- a. Each party should be allowed to cure any breach within, thirty (30) days of notice thereof.
 - b. Failure to pay annual renewal sum.
7. Miscellaneous Provisions.
- a. Dolbey shall not be held responsible for delay or failure in performance of its obligations under this Agreement If Dolbey is prevented from doing so by any condition, which is not within Dolbey’s control.
 - b. This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Ohio.
 - c. Nothing in this Agreement shall be deemed to limit or modify any obligations of Customer under any license agreement or other agreement under which Customer has been granted the right to use the Supported Product.
 - d. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, statements, or understandings, whether oral or written. No amendment or modification of this Agreement will be binding on either party unless it is in writing and executed by an authorized representative of Dolbey.

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

RESOLUTION NO. 05-1133

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE RECORDS CENTER:

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

Transfer of Appropriation		AMOUNT
From	To	
10011103-5301	10011103-5260	\$3,095.00
Records Center/Contracted Prof. Serv.		Records Center/INV Tools/Equip >\$1000-\$4,999

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

RESOLUTION NO. 05-1134

SETTING BID OPENING DATE AND TIME FOR FILM DUPLICATION SERVICES FOR THE DELAWARE COUNTY RECORDS CENTER:

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

PUBLIC NOTICE
INVITATION TO BID
ITB #05-03 FILM DUPLICATION SERVICES

Notice to bidders are posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at 10:15 AM on Monday, September 12, 2005, at which time they will be publicly opened and read and the contract awarded as soon as possible, to perform film inspection, repair, cleaning and duplication services to remedy the onset of vinegar syndrome, fungus, mold/mildew and Redox recently discovered affecting microfilm stored in the Delaware County Records Center vault.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Records Center, 50 Channing St., Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or

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all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Film Duplication Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 05-1135

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR AVONLEA SUBDIVISION:

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

Avonlea Subdivision 1,798 feet of 8- inch sewer 9 manholes

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

RESOLUTION NO. 05-1136

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR SCIOTO RESERVE EXPANSION; MEADOWS AT SCIOTO RESERVE AND SLATE CREEK PHASE 1:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for Scioto Reserve Expansion; Meadows At Scioto Reserve and Slate Creek Phase 1 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 05-1137

IN THE MATTER OF AMENDING CHANGE ORDER #6 WITH KENNY HUSTON FOR BID PACKAGE 5 (MASONRY) FOR THE NEW DORMITORY AND JAIL RENOVATIONS TO THE DELAWARE COUNTY JAIL:

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

Kenny Huston	
Original Contract	\$1,120,000.00
Previous Change Order	\$ 4,505.00
Change Order #6	\$ 17,000.00
Revised Contract Amount	\$1,141,505.00

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

RESOLUTION NO. 05-1138

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Robert Moors has accepted the EMS Training Coordinator Position; effective date August 23, 2005

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

RESOLUTION NO. 05-1139

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn into Executive Session at 11:00AM.

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

RESOLUTION NO. 05-1140

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 at 11:15AM.

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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

Letha George, Clerk to the Commissioners