

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 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

- 10:00 AM Bid Opening Date And Time For Snow Removal Services For Various County Properties For Delaware County
- 1:30 PM Viewing For Consideration Of The Rhodes #7 Watershed Ditch Petition Filed By William J. Cox And Others (Intersection Of Degood Rd. And Burnt Pond Rd.)

PUBLIC COMMENT

RESOLUTION NO. 05-1358

IN THE MATTER OF APPROVING PLATS FOR LIBERTY VILLAGE AND LOCH LOMOND ESTATES AND DITCH MAINTENANCE PETITIONS FOR ALUM CROSSING SECTION 1 AND THE MEADOWS AT SCIOTO RESERVE:

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

Liberty Village

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty And In Farm Lot 11 (34.712 Acres) And In Farm Lot 12 (1.602 Acres), Quarter Township 2, Township 3, Range 19, United States Military Lands, Containing 36.314 Acres Of Land, More Or Less, Said 36.314 Acres Being Part Of Those Tracts Of Land Conveyed To Mid States Development Corporation By Deeds Of Record In Official Record 353, Page 53 And Official Record 325 Page 2082, Recorder’s Office, Delaware County, Ohio. Cost \$102.00.

Loch Lomond Estates

Situated In The Township Of Liberty, County Of Delaware, State Of Ohio And Being Part Of Lot 3319, Loch Lomond Park, Section Two, Plat Cabinet 2, Slide 171, And Part Of Farm Lots 18 And 19, In Quarter-Township 4, Township 3, Range 19, And Part Of Farm Lot 9 In Quarter-Township 3, Township 3 Range 18 In The United States Military Lands. Being A Subdivision Of 12.205 Acres, Being All Of An Original 11.861 Acre Tract Conveyed To Loch Lomond Farm Company In Official Records Volume 545, Page 2421, And Being 0.344 Acres Out Of Lot 3319, Loch Lomond Park Section Two, Plat Cabinet 2, Slide 171 Conveyed To Woodlands, Ltd, As Tract 3 In Deed Book 669, Page 240 In The Delaware County Recorder’s Office. Cost \$24.00.

Ditch Maintenance Petition- Alum Crossing Section 1

We the undersigned owners of 30.200 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Alum Crossing Section 1** 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 **Alum Crossing Section 1** Subdivision.

The cost of the drainage improvements is \$381,096.00 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. 52 lots are created in these plats 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, \$7,328.77 per lot. An annual maintenance fee equal to 2% of this basis \$146.58 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 \$7,621.92 has been paid to Delaware County.

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

Ditch Maintenance Petition- The Meadows At Scioto Reserve

We the undersigned owners of 42.176 acres in Concord Township, Delaware County, Ohio propose to create a

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subdivision known as **The Meadows At Scioto Reserve (42.176ac)** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). The plat for **The Meadows At Scioto Reserve** will be submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer upon its completion. 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.

The cost of the drainage improvements is \$80,928.50 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 multi-family area of 48 units on 42.176 acres will receive benefit (cost) of the project as a per unit basis . The basis for calculating the assessment for each lot is therefore, \$1,686.01 per lot. An annual maintenance fee equal to 2% of this basis \$33.72/unit 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 \$1,618.57 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. 05-1359

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR THE OAKS SECTION 1 & WIDENING AND SHEFFIELD PARK SECTION 3, PHASE A:

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

The Oaks Section 1 & Widening

SUBDIVIDER’S AGREEMENT

**THIS AGREEMENT** executed on this 10<sup>th</sup> day of October 2005, between **THE OAKS REAL ESTATE DEVELOPMENT GROUP, LLC**, as evidenced by **THE OAKS SECTION 1 & WIDENING** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 9/30/05, 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 all improvements.

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

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

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non- compliance with any of the provisions and

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stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**Sheffield Park Section 3, Phase A**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 10<sup>th</sup> day of October 2005, between **CENTEX HOMES** as evidenced by the **SHEFFIELD PARK SECTION 3, PHASE A** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 10/4/05, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER**

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shall pay the entire cost and expense of all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY**,

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**OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

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

**RESOLUTION NO. 05-1360**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR SHERMAN LAKES SECTION 1, PHASES A&B; WOODLAND GLEN; WOODLAND GLEN SECTION 2 AND ESTATES OF GLEN OAK SECTION 3, PHASES A&B:**

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

**Sherman Lakes Section 1, Phases A&B**

The roadways to be accepted are as follows:

- **Sherman Lakes Way**, to known as **Township Road Number 1451**
- **Forsyth Court**, to be known as **Township Road Number 1452**
- **Lockwood Court**, to be known as **Township Road Number 1453**

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

**Woodland Glen**

The roadways to be accepted are as follows:

- An addition of 0.12 mile to **Township Road Number 1364, Woodland Hall Drive**
- **Woodland Glen Drive** to be known as **Township Road Number 1456**
- **Coyan Court**, to be known as **Township Road Number 1457**
- **Shepherd Drive** to be known as **Township Road Number 1458**
- **Shepherd Court**, to be known as **Township Road Number 1459**
- **Lindell Lane**, to be known as **Township Road Number 1460**

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

**Woodland Glen Section 2**

The roadways to be accepted are as follows:

- An addition of 0.12 mile to **Township Road Number 1458, Shepherd Drive**
- **Ness Court**, to be known as **Township Road Number 1461**
- **Dauer Court**, to be known as **Township Road Number 1462**

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

**Estates of Glen Oak Section 3, Phases A&B**

The roadways to be accepted are as follows:

- An addition of 0.27 mile to **Township Road Number 1432, Summersweet Circle**
- **Sunflower Street**, known as **Township Road Number 1454**
- **Lilly Place**, to be known as **Township Road Number 1455**

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

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

**RESOLUTION NO. 05-1361**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SHERMAN LAKES SECTION 1, PHASES A&B; WOODLAND GLEN; WOODLAND GLEN SECTION 2 AND ESTATES OF GLEN OAK SECTION 3, PHASES A&B:**

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

**Stop Conditions – Sherman Lakes Section 1, Phases A&B**

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- On Township Road Number 1451, Sherman Lakes Way, at its intersection with County Road Number 21, Africa Road
- On Township Road Number 1452, Forsyth Court, at its intersection with Township Road Number 1451, Sherman Lakes Way
- On Township Road Number 1453, Lockwood Court, at its intersection with Township Road Number 1451, Sherman Lakes Way

Stop Conditions – Woodland Glen

- On Township Road Number 1364, Woodland Hall Drive, at its intersection with Township Road Number 1458, Shepherd Drive
- On Township Road Number 1456, Woodland Glen Drive at its intersection with County Road Number 9, Liberty Road
- On Township Road Number 1456, Woodland Glen Drive, at its intersection with Township Road Number 1458, Shepherd Drive
- On Township Road Number 1457, Cohan Court, at its intersection with Township Road Number 1456, Woodland Glen Drive
- On Township Road Number 1458, Shepherd Drive, at its intersection with Township Road Number 1459, Shepherd Court
- On Township Road Number 1460, Lindell Lane, at its intersection with Township Road Number 1364, Woodland Hall Drive

Stop Conditions – Woodland Glen Section 2

- On Township Road Number 1458, Shepherd Drive, at its intersection with Township Road Number 1462, Dauer Court
- On Township Road Number 1461, Ness Court at its intersection with Township Road Number 1458, Shepherd Drive

Stop Conditions – Estates of Glen Oak Section 3, Phases A&B

- On Township Road Number 1454, Sunflower Street, at its intersection with Township Road Number 1432, Summersweet Circle
- On northbound Township Road Number 1455, Lilly Place, at its intersection with Township Road Number 1454, Sunflower Street
- On southbound Township Road Number 1455, Lilly Place, at its intersection with Township Road Number 1454, Sunflower Street
- On Township Road Number 1455, Lilly Place, at its intersection with Township Road Number 1432, Summersweet Circle

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

RESOLUTION NO. 05-1362

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR MCCAMMON ESTATES SECTION 1 AND NORTH ORANGE SECTION 3, PHASE 2 PART C:

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

McCammon Estates 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 **\$110,000** 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, M/I Homes. A letter authorizing the release of this Bond is available for your approval.

North Orange Section 3, Phase 2 Part C

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 **\$34,800** for the duration of the one year maintenance period. A Bond in that amount is available.

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

RESOLUTION NO. 05-1363

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR LIBERTY VILLAGE:

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

Liberty Village

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$125,000** and a Bond in that amount is available to cover the bonding of this project.

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

RESOLUTION NO. 05 -1364

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF HOMEWOOD CORPORATION FOR CONSTRUCTION OF CROSS CREEK SECTION 3, PHASE B:

It was moved by Mr. Ward, seconded by Mr. Evans to approve taking action against the bond of Homewood Corporation:

Cross Creek Section 3, Phase B

In January, 2005, your Board entered into agreement with Homewood Corporation for the above referenced project. In June, 2005, a construction punchlist was submitted to Homewood outlining the items that needed to be completed to place the project on the required one-year maintenance period. On September 12, 2005, a letter was sent via registered mail to Homewood advising that their construction surety was due to expire and that the items required to place it on maintenance were still not completed. The Engineer is , therefore, requesting approval to take action against their Bond should Homewood fail to complete these items by the requested completion date of October 22, 2005.

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

Presentation Bill Habig-Mid Ohio Regional Planning Commission

RESOLUTION NO. 05-1365

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 6, 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 October 6, 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. 05-1366

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR107:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR107 and Purchase Orders and Vouchers as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO’s</b>				
<b>Increases</b>				
	BP Products of North America	Fuel for County Vehicles	10011106-5228	\$ 8,000.00
	Bruner Corporation	Plumbing HVAC/Jail	40411414-5410	\$ 5,425.00
	T & J Academy	Day Care	22411610-5348	\$ 10,000.00
	AEP	Scioto Reserve	66011913	\$ 5,000.00
<b>Decreases</b>				

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Englefield Oil Co.	Vehicle Parts & Supplies	1001106-5228	\$ 5,000.00
<b>Vouchers</b>			
Double Z Construction	Olentangy Crossing Assessment #1	44211423-5420	\$ 665,215.50
Nikolas Savko & Sons	Olentangy Crossing East Project	40811422-5420	\$ 241,951.70
BP Products	Fuel –Walker Woods	10011106-5228	\$ 8,067.61
Bovis	Construction Management Jail	40411414-5410	\$ 34,015.38
Wanner Metal Worx	Structural Steel/ Jail	40411414-5410	\$ 15,449.28
Kenny Huston	Masonry Jail	40411414-5410	\$ 121,901.00
AEP	Utility Services	65211919-5338	\$ 12,762.26
URS	Perry Taggart Consulting	65511918-5415	\$ 48,906.96
US Filter Davis	Bioxide Chemical	65211919-5290	\$ 21,110.25
Synagro MidWest	Application of Biosolids	65211919-5301	\$ 23,866.92
US Filter Davis	Bioxide	65211905-5290	\$ 14,000.00

MEMO TRANSFERS

<b>To:</b>	<b>From:</b>		
Commissioners	Job and Family	Indirect Cost and	\$ 30,640.00
10011101-5231	22411605-5380	Rent Sept. 2005	

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

RESOLUTION NO. 05 -1367

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 Lisa Cabot attend two visit to Children in Residential Treatment in Kokoma, Indiana September 27, 2005 and October 31, 2005, at the cost of \$20.00.

The Department of Job and Family Services is requesting that Julie King and Pam Pruett attend a 2005 Quality Performance Conference in Worthington, Ohio November 2-3, 2005, at the cost of \$21.00.

The Economic Development Department is requesting to amend Tim Boland’s previously approve travel request to an IEDC Conference in Chicago to reflect a total cost of \$191.00.

The Environmental Services Department is requesting that Matt Ice attend a Lab Analyst Meeting at the Byesville Water Treatment Plant October 21, 2005, at the cost of \$10.00.

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

RESOLUTION NO. 05-1368

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM RISER FOODS COMPANY DBA GIANT EAGLE #6527 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Riser Foods Company DBA Giant Eagle #6527 has requested new C1 and C2 permits located at 4000 Powell Road Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 05-1369

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SCIOTO RESERVE EXPANSION SECTION 2, PHASE B:

It was moved by Mr. Evans, seconded by Mr. Ward to approve sanitary sewer plan for Scioto Reserve Expansion Section 2, Phase B for submittal to the Ohio EPA for their approval as per recommendation of the



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County Sanitary Engineer.

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

RESOLUTION NO. 05-1370

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Betty Daubenspeck retired from the Clerk Position with the Code Compliance Department’ effective date September 30, 2005.

Denise Douglas has accepted the Clerk Position with the Code Compliance Department’ effective date October 24, 2005.

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

RESOLUTION NO. 05-1371

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Supplemental Appropriations		Amount
26626205-5001	Family Drug Court - Compensation	\$ 15,000.00
<i>ODADAS Grant Award renewed 7/1/05 to 6/30/06 (appropriate enough cover first 6 mons. of grant)</i>		
27026309-5001	Title II Grant – Salary	\$ 11,580.00
27026309-5101	Title II Grant – Insurance	\$ 3,210.00
27026309-5120	Title II Grant - Grant Share PERS	\$ 1,611.00
27026309-5131	Title II Grant - Grant Share Medicare	\$ 180.00
<i>Title II Grant award for drug Court through 12/31/05; funds awarded, need appropriation (will need to increase revenues by \$300.00)</i>		
<b>Transfer of Appropriation</b>		
From	To	
10026201-5101	10026201-5001	\$ 6,800.00
Juvenile General Fund - Insurance	Juvenile General Fund – Compensation	
<i>Cost of Moving 3 Magistrates to Current CMS Schedule</i>		
From	To	
10026319-5101	10026319-5001	
School Liaison - Insurance	School Liaison - Compensation	\$ 1,390.31
10026319-5309	10026319-5001	
School Liaison - Travel	School Liaison - Compensation	\$ 610.69
<i>Change in School Liaison hours for 05-06 school year (September-Dec)- school funded program</i>		
From	To	
26326204-5101	26326204-5001	\$ 2,820.00
Juvenile Drug Court - Insurance	Juvenile Drug Court - Salary	
26326204-5101	26326204-5215	\$ 1,492.00
Juvenile Drug Court - Insurance	Juvenile Drug Court - Program Supplies	
<i>Budget amendment to spend out grant Award by 12/31/05</i>		
From	To:	
27426314-5348	27426314-5001	\$ 4,665.00
Victims Grant/Program Service	Victims Grant/ Salary	
27426314-5348	27426314-5101	\$ 1,290.00
Victims Grant/Program Service	Victims Grant/Insurance	
27426314-5348	27426314-5120	
Victims Grant/Program Service	Victims Grant/ Grant Share of PERS	\$ 635.00
27426314-5348	27426314-5131	
Victims Grant/Program Service	Victims Grant/ Grant Share of Medicare	\$ 70.00
<i>OAG VOCA-CASA Grant renewed 10/1/05; coordinator employee rather than</i>		<i>Services</i>

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contract						
From			To			
28027204-5001			28027204-5320			\$7,065.00
Probate Data Fund/ Salary			Probate Data Fund/ Data Processing Services			
28027204-5101			28027204-5320			\$3,210.00
Probate Data Fund/- Insurance			Probate Data Fund/ Data Processing Services			
28027204-5120			28027204-5320			\$960.00
Probate Data Fund/ County Share PERS			Probate Data Fund/ Data Processing Services			
28027204-5131			28027204-5320			\$103.00
Probate Data Fund/ Co Share Medicare			Probate Data Fund/ Data Processing Services			
Funds not needed for payroll; need System upgrade for probate court due to change in State law						
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye

RESOLUTION NO. 05-1372

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR ITB# 05-04 JANITORIAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids on September 6<sup>th</sup>, 2005. And;

WHEREAS, Delaware County reserves the right to reject all bids, in whole or in part.

NOW THEREFORE BE IT RESOLVED THAT the board of Commissioners of Delaware County, State of Ohio, reject all bids received for ITB # 05-04 Janitorial Services for the Engineers’ Complex for Delaware Co.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-1373

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE COUNTY GARAGE:

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

Transfer of Appropriation		AMOUNT
From	To	
10011102-5801	10011106-5228	\$ 10,000.00
Commissioners General/Cash Transfer	County Garage/Vehicle Maintenance/Supplies	
10011303-5001	10011106-5228	\$ 20,000.00
Emergency Medical Services/Salary	County Garage/Vehicle Maintenance/Supplies	
10011303-5101	10011106-5228	\$ 20,000.00
Emergency Medical Services/Hospital	County Garage/Vehicle Maintenance/Supplies	
Supplemental Appropriation		
10011106-5228	County Garage/Vehicle Maintenance/Supplies	\$ 60,000.00
Vote on Motion	Mr. Evans	Aye
	Mr. Jordan	Aye
	Mr. Ward	Aye

RESOLUTION NO. 05-1374

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR CHADWICK #135 DITCH COST:

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

Supplemental Appropriation	AMOUNT
40311412-5301	Chadwick #135/ Contracted Professional \$ 334.82

Further Be It Resolved, that the Commissioners approve and Purchase Order and Voucher in the amount of \$334.82 to Merlin Sheets.

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

RESOLUTION NO. 05-1375

SETTING DATE AND TIME FOR A REQUEST FOR STATEMENT OF QUALIFICATIONS FOR  
CONSTRUCTION MANAGEMENT SERVICES FOR THE COUNCIL FOR OLDER ADULTS SENIOR  
SERVICES COMPLEX DELAWARE COUNTY, OHIO:

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

Public Notice  
Request for statement of Qualifications  
Construction management services  
Council for older adults  
Senior Services Complex  
Delaware County, Ohio

The Delaware County Board of Commissioners in conjunction with the Council for Older Adults of Delaware County, in accordance with Section 9.33 of the Ohio Revised Code, wishes to receive Statements of Qualifications (SOQ) from experienced construction management firms to assist the County in the design and construction of a new Senior Services Campus in Delaware County, Ohio.

The work shall involve, but not limited to, constructability review, construction documents, bidding and other associated services of the planned Senior Services Campus which will feature a multi purpose Senior Enrichment Center. This center will provide activity areas for arts & crafts, classes, workshops, exercise & fitness, music & dance, and games & hobbies.

Other areas of the Senior Services Campus include a Senior Nutrition Center, which will provide a state-of-the-art kitchen to prepare the over 12,000 lunches delivered each month to seniors throughout the county. It will also house a large community room for meetings, trainings and community events.

Additionally, a Social Service Headquarters will provide space for social workers and other professional staff, private counseling rooms, an expanded Elder & Caregiver Resource Center, an adaptive devices display center and space for administrative services to facilitate the coordination of in-home service programs.

Preliminary design with conceptual drawings and floor layouts have been completed with a proposed total of approximately 66,000 sqft. Funding for the project will be through a 0.2 mil bond issue which has been passed by the voters of Delaware County. The bond issue will yield approximately \$12,000,000. and will fund land acquisition, construction, equipment and all related fees.

The complete Request for Qualifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours, or off the internet at the County’s web page at <http://www.co.delaware.oh.us> under the heading “Current Bids”.

Statements of Qualifications will be received at the Delaware County Commissioners’ Office, Attention: Mr. Jon Melvin, Facilities Supervisor, 101 North Sandusky Street, Delaware, Ohio 43015 until **12:00 noon on Monday, November 14, 2005**. Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

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

RESOLUTION NO. 05-1376

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF  
COMMISSIONERS; GEORGE PARKER AND ASSOCIATES LLC. AND MADDOX-NBD INC. FOR  
ARCHITECT SERVICES FOR THE NEW SENIOR SERVICE CENTER FOR THE COUNCIL FOR OLDER  
ADULTS:

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

AGREEMENT BETWEEN OWNER AND ARCHITECT

AGREEMENT made as of the 10<sup>TH</sup> DAY of October in the year Two Thousand Five

Between the Architect’s client identified as the Owner:

Delaware County, Ohio  
DELAWARE COUNTY BOARD OF COMMISSIONERS  
101 North Sandusky Street  
Delaware, Ohio 43015

and the Architect

GEORGE PARKER & ASSOCIATES, LLC  
Architecture & Planning

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106 Short Street  
Gahanna, Oh 43230

For the following Project:  
It is the intent of the Delaware County Board of Commissioners in conjunction with the Council for Older Adult to have desired and constructed a new Senior Service Campus to be located on a 13.25 acre site on the south side of Cheshire Road, just west of the Glenross Golf Course The Campus will consist of a new Senior Enrichment Center, Senior Nutrition Center and Social Services Headquarters with a proposed total of approximately 66,000 sq ft

(Complete contract is on file at the Commissioners Office until no longer of Administrative Value).

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

INVESTMENT COMMITTEE MEETING

There being no further business the meeting adjourned.

\_\_\_\_\_  
Glenn A. Evans

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners