

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 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

RESOLUTION NO. 05-1377

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 10, 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 10, 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. 05-1378

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1012 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1012:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1012, memo transfers in batch numbers MTAPR10112 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>			
Safe Landings	Residential Treatment	22511607-5342	\$ 9,060.00
Toddler Inn	Day Care	22411610-5348	\$ 35,000.00
Carolyn Chute	Day Care	22411610-5348	\$ 4,700.00
Mary Bennett	Day Care	22411610-5348	\$ 1,500.00
Atanya Brown	Day Care	22411610-5348	\$ 2,250.00
Delaware Christian School	Day Care	22411610-5348	\$ 10,000.00
Erin Coomes	Day Care	22411610-5348	\$ 10,000.00
Tina Fleshman	Day Care	22411610-5348	\$ 4,600.00
Liberty Community Center	Day Care	22411610-5348	\$ 74,000.00
Nancy Lucas	Day Care	22411610-5348	\$ 4,200.00
<b>Vouchers</b>			
Treasurer Stark County	5th District Court	10029202-5360	\$ 13,694.53
Motorola, Inc.	Countywide Radio Project	40411410-5450	\$ 595,363.28
JG Contracting Co., Inc.	Milestone payment 9-05	41111421-5450	\$ 145,899.00
<b>Memo Transfer Voucher</b>			
<b>From</b>	<b>To</b>		
Commissioners	Adult Court Services	CSEA/Contracts/Aug 05	\$ 863.28
10011102-5360	10022202-4232		
CSEA	Commissioners	Indirect Cost/Oct 05	\$ 5,227.34
23711630-5380	10011101-4233		
CSEA	Commissioners	Rent/ Oct 05	\$ 7,417.02
23711630-5335	10011101-4233		

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

RESOLUTION NO. 05-1379

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Cathleen Williams has accepted the Income Maintenance Worker III position with the Department of Job and Family Services; effective date October 24, 2005.

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

RESOLUTION NO. 05-1380

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**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR OLENTANGY CROSSINGS TRUNK:**

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

**Olentangy Crossings Trunk**

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

THIS AGREEMENT executed on this 13<sup>th</sup> day of October 2005, by and between PLANNED COMMUNITIES INC, SUBDIVIDER, as evidenced by the OLENTANGY CROSSINGS TRUNK 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 (\$867,525) 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:

1. The difference between all reasonable construction costs as approved by the SANITARY ENGINEER to open cut and bore a 21" diameter sewer across the Park area as specified by O.D.N.R. minus \$193,075.00 (the estimated cost to open cut the same sewer).
2. The DEVELOPER shall also receive up to \$200,000.00 in reimbursement for the "special features" required by the Ohio D.N.R. for construction in the new park area. The up to \$200,000.00 reimbursement shall begin to accrue once the DEVELOPER has spent an initial \$250,000.00 for special features. It should be noted that "special features" will be considered costs over and above the normal construction and reclamation costs.
3. \$37,162.13. The cost to oversize the trunk sewer West of the Park property.

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 \$69,400, 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

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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 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. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 05-1381**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:45AM.

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

**RESOLUTION NO. 05-1382**

**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 at 10:45AM.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners