

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 21, 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. 05-1535

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 17, 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 November 17, 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. 05-1536

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1118:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1118 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Council for Older Adults	Election Site Study/Legal	43111424-5319	\$ 92,273.53
Increases			
Englefield Oil Co.	Gasoline/Walker Woods	10011106-5228	\$ 7,000.00
Boys Village Inc.	Residential Treatment	22511607-5342	\$ 75,000.00
Flying Dozer Child	Day Care	22411610-5348	\$ 5,800.00
Noahs Ark Learning Center	Day Care	22411610-5348	\$ 9,000.00
Todays Learning Child	Day Care	2241610-5348	\$ 27,500.00
Buckeye Ranch Inc.	Residential Treatment	22511607-5342	\$ 19,716.00
Advantage Adoption & Foster	Residential Treatment (line 2)	22511608-5342	\$ 5,858.00
Decrease			
Childrens Comprehensive	Residential Treatment	22511607-5342	\$ 8,200.00
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$ 16,512.00
Adriel School Inc.	Residential Treatment	22511607-5342	\$ 12,470.00
Cornell Abraxas Group Inc.	Residential Treatment	22511607-5342	\$ 11,088.00
A New Leaf Inc.	Residential Treatment	22511607-5342	\$ 11,812.00
Buckeye Ranch Inc.	Residential Treatment	22511608-5342	\$ 5,000.00
Vouchers			
Kokomo Academy	Residential Treatment	22511608-5342	\$ 11,520.00
Noahs Ark Learning Center	Day Care	22411610-5348	\$ 5,827.91
Todays Learning Child	Day Care	22411610-5348	\$ 13,572.85
Comdoc Inc	Copier Jail	40411414-5450	\$ 6,995.00
Prescription Relief, Inc.	Prescription Relief Administration	23111709-5301	\$ 42,305.00
Universal Blower Pac, Inc.	Replacement Blower OECC	65211905-545045020	\$ 20,754.99
Childrens World Inc./Sawmill	Day Care	22411610-5348	\$ 5,000.00
Advantage Adoption & Foster	Residential Treatment	22511607-5342	\$ 5,715.00
Ben Bro Enterprises Inc.	Bldg/Land Rental	10011105-533533502	\$ 14,625.00
Bank of New York Trust Co.	Interest	50111117-5720	\$ 1,108,260.63
Bank of New York Trust Co.	Principal	50111117-5725	\$ 2,110,000.00
Bank of New York Trust Co.	Interest	50111117-5720	\$ 347,840.63
Bank of New York Trust Co.	Principal	50111117-5725	\$ 145,000.00
Bank of New York Trust Co.	Interest	50111117-5720	\$ 78,879.36
Bank of New York Trust Co.	Principal	50111117-5725	\$ 400,000.00
Bank of New York Trust Co.	Interest	50111117-5720	\$ 159,000.00
Bank of New York Trust Co.	Principal	50111117-5725	\$ 1,100,000.00
Bank of New York Trust Co.	Interest	50111117-5720	\$ 79,525.63
Bank of New York Trust Co.	Principal	50111117-5725	\$ 550,000.00
Bank of New York Trust Co.	Interest	50111117-5720	\$ 58,106.25
Bank of New York Trust Co.	Principal	50111117-5725	\$ 390,000.00
Bank of New York Trust Co.	Interest	50111117-5720	\$ 18,282.50
Bank of New York Trust Co.	Principal	50111117-5725	\$ 710,000.00

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Delaware County Bank	Interest/Hayes Refunded	50111117-5720	\$ 9,975.00
Delaware County Bank	Principal/Hayes Refunded	50111117-5725	\$ 380,000.00
Delaware County Bank	Interest/Tartan Fields	50111117-5720	\$ 12,973.75
Delaware County Bank	Principal/Tartan Fields	50111117-5725	\$ 100,000.00
JP Morgan Institutional Trust	1997 Refunded Interest	50111117-5720	\$ 34,011.26
JP Morgan Institutional Trust	1997 Refunded/Principal	50111117-5725	\$ 35,000.00
Huntington National Bank	1997 Not Refunded Interest	50111117-5720	\$ 24,391.00
Huntington National Bank	1997 Not Refunded Principal	50111117-5725	\$ 205,000.00

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

RESOLUTION NO. 05 -1537

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Environmental Services Department is requesting that Matt Kiss attend a Biosolids Specialty Workshop in Columbus, Ohio December, at the cost of \$100.00.

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

RESOLUTION NO. 05-1538

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

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

RESOLUTION NO. 05-1539

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR’S OFFICE BUREAU OF MOTOR VEHICLES :

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

Transfer of Appropriations		AMOUNT
From	To	
20210108-5001	20210108-5101	
Bureau of Motor Vehicles/Compensation	Bureau of Motor Vehicles/Hospital Insurance	\$ 2,800.00
Supplemental Appropriation		
10011102-5850	Commissioners General/Advance Transfer	\$ 25,000.00
Transfer of Funds		
1001102-5850	20210108-4650	\$ 25,000.00
Commissioners General/Advance Transfer	Bureau of Motor Vehicles/Advance	

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

RESOLUTION NO. 05-1540

IN THE MATTER OF APPROVING PLATS FOR WILLOW CREEK SUBDIVISION, ABBEY KNOLL SECTION 5, PHASE A AND ABBEY KNOLL SECTION 5, PHASE B AND DITCH MAINTENANCE PETITIONS FOR ABBEY KNOLL SECTION 5; WEDGEWOOD PARK 2-D; POLARIS SELF- STORAGE AND THE OAKS SECTION 1 PHASES A&B:

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

Willow Creek Subdivision

Situated In The Township Of Harlem, County Of Delaware, State Of Ohio And Being Part Of Farm Lot D, Quarter-Township 2, Township 3, Range 16 In The United States Military Lands. Being A Subdivision Of 13.198 Acres, Being All Of An Original 13.198 Acre Tract Owned By Michelle Parks As Recorded In Official Records Volume 480, Page 2086 In The Delaware County Recorder’s Office. Cost \$12.00.

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Abbey Knoll Section 5, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, Containing 18.777 Acres Of Land, More Or Less, Said 18.777 Acres Being Comprised Of A Part Of Each Of Those Tracts Of Land Conveyed To Rockford Homes, Inc. By Deeds Of Record In Official Record 89, Page 1030 (0.135 Acres) And Official Record 194, Page 194, Page 1018 (18.642 Acres), Recorder's Office, Delaware County, Ohio. Cost \$78.00.

Abbey Knoll Section 5, Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 13 (2.767 Acres) And Farm Lot 14 (10.574 Acres), Quarter Township 1, Township 3, Range 18, United States Military Lands, Containing 13.341 Acres Of Land, More Or Less, Said 13.341 Acres Being Comprised Of Part Of Each Of Those Tracts Of Land Conveyed To Rockford Homes, Inc. By Deed Of Record In Official Record 89, Page 1030 (12.635 Acres), And Official Record 194, Page 1018 (0.706 Acres), Record's Office, Delaware County, Ohio. Cost \$54.00.

Ditch Maintenance Petition- Abbey Knoll Section 5

We the undersigned owners of 32.12 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Abbey Knoll Section 5** as evidenced by the attached subdivision plats (Exhibit "A" which is available at the County Engineer's Office). These plats have 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 **Abbey Knoll Section 5** Subdivision.

The cost of the drainage improvements is \$108,740.00 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. Forty-four (44) 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, \$2,471.36 per lot. An annual maintenance fee equal to 2% of this basis \$49.43 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,174.80 has been paid to Delaware County.

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

Ditch Maintenance Petition- Wedgewood Park 2-D

We the undersigned owners of 33.65 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Wedgewood Park 2-D** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

The cost of the drainage improvements is \$151,326.00 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. Forty-Three (43) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,520.60 per lot. An annual maintenance fee equal to 2% of this basis \$70.41 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 has been paid to Delaware County.

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

Ditch Maintenance Petition- Polaris Self- Storage

We the undersigned owners of 5.221 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Polaris Self- Storage** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$35,937.00 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 commercial area of 5.221 acres will receive benefit (cost) of the project as a per acre basis . The basis for calculating the assessment for each lot is therefore, \$137.71 per acre. An annual maintenance fee equal to 2% of this basis \$719.00 will be collected for each developed 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 \$719.00 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 Oaks Section 1 Phases A&B

We the undersigned owners of 14.449 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **The Oaks Section 1 Phases A&B** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commis sion 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 **Oaks Section 1 Phases A&B** Subdivision.

The cost of the drainage improvements is \$160,092.60 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 37 lots being created in this subdivision and for the benefit of future lots. Thirty-seven (37) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the asses sment for each lot is \$4,326.83 per lot. An annual maintenance fee equal to 2% of this basis \$100.92 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 \$3734.03 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. 05-1541

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR SCIOTO RESERVE EXPANSION
SECTION 2, PHASES A&B:

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

Scioto Reserve Expansion Section 2, Phases A&B

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SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 21st day of November 2005, between **TRIANGLE REAL ESTATES SERVICES, INC.** as evidenced by the **SCIOTO RESERVE EXPANSION SECTION 2, PHASES A&B** 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 11/7/05, 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 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 **SIXTY-ONE THOUSAND NINE 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**

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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.

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

RESOLUTION NO. 05-1542

**IN THE MATTER OF APPROVING A CORRECTION TO THE ACCEPTING OF ROADS AND
ESTABLISHING OF STOP CONDITIONS FOR GLEN OAK SECTION 3, PHASE A:**

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

**Glen Oak Section 3, Phase A
Road Spelling Correction**

At your October 31, 2005 meeting, your Board accepted the improvements for the above referenced subdivision into the public system. Since that time we have found that a name for one of the roadways was misspelled. An acceptance of an addition of 0.32 mile to Township Road Number 1417, Blue Holley Drive was accepted when, in fact, the spelling is Blue Holly Drive. The Engineer, therefore, request that your journals be changed to reflect the spelling of the road be changed and that you notify the Orange Township Trustees of this correction

**Stop Conditions – Glen Oak Section 3, Phase A
Road Spelling Correction**

- On Township Road Number 1417, Blue Holly Drive, at its intersection with Township Road Number 1469, Boxwood Drive
- On Township Road Number 1469, Boxwood Drive , at its intersection with Township Road Number 1470, Daffodil Place
- On Township Road Number 1417, Blue Holly Drive, at its intersection with Township Road Number 1471, Impatiens Way

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

RESOLUTION NO. 05-1543

IN THE MATTER OF APPROVING THE RELEASE OF BONDS FOR JERSEY ACRES:

It was moved by Mr. Ward, seconded by Mr. Evans to release the bonds for Jersey Acres:

Jersey Acres

In March, 2004, your Board entered into agreement with Karen Fichtelman, the developer for the above referenced project. A cash bond in the amount of \$3,000 was posted at that time as construction surety. As the project has been completed to the satisfaction of this office, The Engineer is asking approval to release this bond back to the developer.

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

RESOLUTION NO. 05-1544

**IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR ABBEY KNOLL
SECTION 5, PHASE A AND ABBEY KNOLL SECTION 5, PHASE B:**

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

Abbey Knoll Section 5, Phase A

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 **\$203,900**, and two bonds totaling that amount are available to cover the bonding of this project.

Abbey Knoll Section 5, Phase B

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 **\$232,000**, and two bonds totaling that amount are available to cover the bonding of this project.

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

RESOLUTION NO. 05 -1545

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

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

Permit #	Applicant	Location	Type of Work
U05200	Suburban Natural Gas	Powell Road	Lay gas main
U05201	Verizon	Orange Road	Place buried cable
U05202	Suburban Natural Gas	Abbey Knoll Section 5	Install gas mains
U05203	Suburban Natural Gas	Glen Oak Section 2	Lay gas main
U05204	Fishel Company	Tussic Street Road	Place conduit
U05205	American Electric Power	Old 3C Highway	Install miscellaneous equipment
U05206	Columbia Gas	Preserve at Seldom Seen	Install gas main

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

RESOLUTION NO. 05-1546

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR CORRUGATED POLYETHYLENE TUBING & PIPE MATERIALS (INCLUDING SMOOTH LINED PIPE); GUARDRAIL ITEMS; CRUSHED LIMESTONE MATERIAL ITEMS AND SS921 COLD MIX; VARIOUS SIZES, LENGTHS AND SHAPES OF REINFORCING STEEL FOR CONCRETE REINFORCEMENT; REINFORCED CONCRETE PIPE MATERIALS; VARIOUS ROLLED STEEL SHAPES; VARIOUS SIZES AND LENGTHS OF TREATED WOOD FOR BRIDGE FLOORING; READY MIX CONCRETE; VARIOUS SIZES OF 3-SIDED FLAT TOPPED PRECAST CONCRETE CULVERTS; VARIOUS SIZES OF 3-SIDED ARCH TOPPED PRECAST CONCRETE CULVERTS; VARIOUS SIZES OF 4-SIDED PRECAST CONCRETE BOX CULVERTS AND STEEL BEAM BRIDGE COMPONENTS (DESIGN/BUILD):

It was moved by Mr. Evans, seconded by Mr. Ward to approve specifications and set bid opening date and time for **10:00AM Wednesday December 14, 2005 (50 Channing Street, Delaware, Ohio 43015)** for the above mentioned items.

Documents, Bid Sheets and Specifications can be obtained at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Each Proposal must contain the full name of the party or parties submitting the Proposal and all persons interested therein as well as submit evidence of Bidder’s experiences on projects of a similar nature.

Prices on all services shall also be extended to the 18 Townships within Delaware County, the Delaware County Preservation Parks District and the Delaware County Agricultural Society.

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

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

RESOLUTION NO. 05-1547

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND

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TIME FOR HAULING TO VARIOUS JOBSITES FROM ESTABLISHED SOURCES FOR THE YEAR 2006:

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

Sealed proposals will be received by the **Delaware County Engineer at 50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. local time on Wednesday, December 14, 2005** for hauling to various jobsites from established sources for the year 2006, and at said time and place, publicly opened and read aloud. Contract Documents, Bid Sheets and Specifications can be obtained at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Each Proposal must contain the full name of the party or parties submitting the Proposal and all persons interested therein as well as submit evidence of Bidder’s experiences on projects of a similar nature.

Prices on all services shall also be extended to the 18 Townships within Delaware County, the Delaware County Preservation Parks District and the Delaware County Agricultural Society.

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

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

RESOLUTION NO. 05-1548

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR SEEDING AND MULCHING:

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

Sealed bids will be received by the **Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015 for Seeding and Mulching**. Said bid shall be based upon unit prices per the attached sheet. The County reserves the right to make non-exclusive bid awards. Bids will be received at **10:00 a.m. on Wednesday, December 14, 2005**, at which time said bids shall be opened for review. Bids shall be awarded at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

All work and materials shall meet the Specifications which may be obtained at the Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015.

Prices on all materials shall also be extended to the 18 Townships within Delaware County, the Delaware County Preservation Parks District and the Delaware County Agricultural Society.

Bids shall be submitted in a sealed envelope and marked as follows: “SEALED BID FOR SEEDING AND MULCHING”.

This Invitation to Bid is hereby a part of the specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

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

RESOLUTION NO. 05-1549

IN THE MATTER OF APPROVING A CONTRACT FOR ENGINEERING DESIGN SERVICES WITH R.D. ZANDE & ASSOCIATES, INC. FOR THE PROJECT KNOWN AS LARCOMB ROAD BRIDGE OVER TRIBUTARY TO MILL CREEK:

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

CONTRACT FOR ENGINEERING DESIGN SERVICES

AGREEMENT, made and entered into this 21st day of November, 2005 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **R.D. Zande & Associates, Inc.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount not to exceed Sixty Eight Thousand Nine Hundred Eighty Dollars an no cents (**\$ 68,980.00**), based on a Proposal for Engineering Services by the **SECOND PARTY** dated September 23, 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 known as Larcomb Road Bridge over Tributary to Mill Creek, 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

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by the **FIRST PARTY**. The Delaware County Engineer is hereby designated as the administrator and agent of the **FIRST PARTY** for performance of this contract.

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. Final design deliverables as stated in the Proposal shall be submitted no later than May 26, 2006, based on a notice to proceed date of November 21, 2005.

THE SECOND PARTY hereby agrees to acquire and maintain professional liability insurance for at least five (5) years after construction of the project is completed and accepted by the County Engineer or December 31, 2012, whichever comes first, against the **SECOND PARTY's** negligent acts, errors, and omissions through a company licensed to do business in the State of Ohio for no less than \$300,000.00 and furthermore 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, errors 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 policies of the insurance.

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

RESOLUTION NO. 05-1550

IN THE MATTER OF ESTABLISHING A NEW FUND AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ENGINEER'S OFFICE:

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

Establish New Fund		Amount
29340403	Operations and Systems Maintenance	
Supplemental Appropriation		
29240001-5420	Motor & Gas/Road Construction	\$-850,000.00
29240001-5425	Motor & Gas/Bridge & Culvert	\$-500,000.00
29340403-5420	Operatings & Systems Maintenance/Road Construction	\$850,000.00
29340403-5425	Operatings & Systems Maintenance/Bridge & Culvert	\$500,000.00

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

RESOLUTION NO. 05-1551

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

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

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

WHEREAS, the Board of County Commissioners of Delaware County adopted Resolution No.05-930 determining that it was necessary to proceed with improving and widening (i) Lewis Center Road from a point commencing approximately 400 feet east of its intersection with DuBois Road and proceeding westerly to its intersection with U. S. Route 23 and (ii) U. S. Route 23 from a point 700 feet south of its intersection with Lewis Center Road and proceeding northwesterly to its intersection with Orangewick Drive by excavating, grading, paving, drainage, conduit, curbs and gutters, traffic pavement markings, signalization and street signs, together with all necessary and related appurtenances (the “*Improvement*”); and

WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware

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County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioner
Office/Department:	Emergency Services
Daily spending per card:	\$800
Monthly spending per card:	\$2,500
Single transaction limit:	\$500
Daily number of transactions per card:	2
Monthly number of transactions per card:	50
Name on Card:	Rob Farmer

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

RESOLUTION NO. 05-1553

IN THE MATTER OF APPROVING A RESOLUTION TO PROVIDE CLINICAL FIELD TRAINING TO
PARAMEDIC STUDENTS AT TRI-RIVERS/MARION GENERAL HOSPITAL SCHOOL OF
PARAMEDICINE:

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

WHEREAS, the Delaware County Board of Commissioners desire to assist in furthering the education opportunities of students enrolled in approved emergency medical services training programs, and

WHEREAS, the Tri-Rivers/Marion General Hospital in Marion, Ohio has an approved emergency medical training program and has requested an opportunity to work with Delaware County Emergency Medical Services personnel in a real world, supervised environment to provide practical experience to its students;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves an agreement with Tri-Rivers/Marion General Hospital School of Paramedicine to provide this mutually beneficial service.

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

RESOLUTION NO. 05-1554

IN THE MATTER OF APPROVING A RESOLUTION TO PROVIDE CLINICAL FIELD TRAINING TO
PARAMEDIC STUDENTS AT CENTRAL OHIO TECHNICAL COLLEGE (COTC) OF NEWARK:

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

WHEREAS, the Delaware County Board of Commissioners desire to assist in furthering the education opportunities of students enrolled in approved emergency medical services training programs, and

WHEREAS, the Central Ohio Technical College (COTC) of Newark, Ohio has an approved emergency medical training program and has requested an opportunity to work with Delaware County Emergency Medical Services personnel in a real world, supervised environment to provide practical experience to its students;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves an agreement with COTC to provide this mutually beneficial service.

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

RESOLUTION NO. 05-1555

IN THE MATTER OF APPROVING CONTRACTS WITH B&C COMMUNICATIONS, INC TO PROVIDE
RADIO MAINTENANCE FOR THE COUNTYWIDE EMERGENCY COMMUNICATIONS NETWORK:

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

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WHEREAS, it is necessary for emergency two-way radio communications to be operationally maintained at all times to ensure our ability to dispatch emergency responders throughout Delaware County, and

WHEREAS, a maintenance contract provides the most cost effective method for maintenance of radios, towers, antennas and all associated equipment, and

WHEREAS, the existing contract with B&C Communications, Inc allows for annual renewal and the service provided has been commendable;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve the contracts with B&C Communications, Inc to provide radio maintenance service for the countywide communications network for the period 1 October 2005 through 31 September 2006 at a cost of \$14,508.00.

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

RESOLUTION NO. 05-1556

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Teresa Kelly, with EMS is moving from a 12-hour position at Medic #10 to the 24 1-unit floater position; effective date November 14, 2005.

Dan Lundy has resigned his part-time paramedic position with the EMS Department; effective date November 15, 2005.

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

RESOLUTION NO. 05-1557

IN THE MATTER OF EXECUTING A SELECTION AGREEMENT WITH GENEX SERVICES TO DEVELOP A TRANSITIONAL WORK PROGRAM USING THE OHIO BUREAU OF WORKERS' COMPENSATION TRANSITIONAL WORKGRANTS:

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

In connection with the Ohio BWC Transitional WorkGrants\$ Program, Delaware County has selected GENEX Services as their Transitional Work Developer.

It is agreed the undersigned will pay GENEX Services within 15 days of payment of the grant from the BWC. GENEX Services does not require any payment for services rendered until after you receive a check from the BWC for grant reimbursement. As recommended vendor for your Managed Care Organization we waive any additional costs associated with the development of the grant.

It is understood that the payable fees for this service will not exceed \$5,600.00, the maximum amount reimbursed by Ohio BWC.

If for any reason services are terminated prior to program implementation, GENEX Services agrees to waive all costs incurred.

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

RESOLUTION NO. 05-1558

IN THE MATTER OF REVISING THE DELAWARE COUNTY EMPLOYEE HANDBOOK:

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

Whereas, Delaware County has incorporated and/or revised several management practices, procedures, and policies over the last five years to appropriately manage federal mandates, administer and set employment standards, and provide for the general management of employees, and

Whereas, The Delaware County Employee Handbook that encompasses the general employment practices, procedures, and guidelines of the Board of Commissioners for employees under its appointing authority was last revised in October of 2000, and

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the Delaware

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County Employee Handbook be revised to meet new legal requirements, changes in specific practices, procedures, and policies, and assist in the proper management of the employees of Delaware County.

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

RESOLUTION NO. 05-1559

IN THE MATTER OF AMENDING THE CHILD PLACEMENT CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND BUCKEYE RANCH INC.:

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

Buckeye Ranch, Inc

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective October 26, 2005, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and The Buckeye Ranch, Inc., entered into on the first day of July, 2004.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$52,614.00 to \$62,602.00.

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

RESOLUTION NO. 05-1560

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND TODAY’S LEARNING CHILD; THERESA MITCHELL AND KID’S ACADEMY:

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

Today’s Learning Child

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

This amendment, effective September 5, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Today’s Learning Child entered into on the 1st day of July, 2005.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infants	\$160.00	\$134.21	\$8.76
Toddlers	149.42	108.70	6.39
Pre K	133.89	94.80	5.84
School age	102.38	71.99	5.39
Before and After	95.00	71.99	5.39
After School	80.00	71.99	5.39
Before School	60.00	60.00	5.39
Holidays and Summers	102.38	71.99	5.39

Theresa Mitchell

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective October 20th, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Theresa Mitchell entered into on the 6th day of October, 2005.

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Article 4. Cost and Delivery of Purchased Services:
Payment Rates:

(1) <u>Basic Rates:</u>		
INFANTS:	FT-	\$132.08
	PT-	\$86.16
	HR-	\$5.09
TODDLERS:	FT -	\$124.52
	PT -	\$82.62
	HR -	\$4.88

Kid’s Academy

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

This amendment, effective November 2nd, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kid’s Academy entered into on the 1st day of July, 2005..

Article 4. Cost and Delivery of Purchased Services:
Payment Rates:

(1) Basic Rates:		
School age	FT	\$102.38
	PT	\$71.99
	HR	\$5.39

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

RESOLUTION NO. 05-1561

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Evans, seconded by Mr. Ward to certify the Sanitary Sewer Capacity Charges as follows:

8453 Maple Leaf Court

In the amount of \$5,900.00 with \$1,321.60 finance charge (pro-rated over a 6 year period) making total of \$7,221.60 for placement on tax duplicate. Bi-annual payment being \$601.80

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

RESOLUTION NO. 05-1562

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR SELDOM SEEN ACRES 2 AND THE VILLAGE AT BALE KENYON:

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

Seldom Seen Acres 2

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

THIS AGREEMENT executed on this 21st day of November 2005, by and between **SELDOM SEEN ACRES, LTD.** SUBDIVIDER, as evidenced by the **SELDOM SEEN ACRES SECTION 2** 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 (**\$49,510**) 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.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$5940**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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maintenance by the COUNTY.

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

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

The Village At Bale Kenyon

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

THIS AGREEMENT executed on this 21st day of November 2005, by and between VILLAGE COMMUNITIES SUBDIVIDER, as evidenced by the THE VILLAGE AT BALE KENYON 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 (\$143,414.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$17,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

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

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

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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. 05-1563

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:55AM.

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

RESOLUTION NO. 05-1564

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 11:30AM.

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

RESOLUTION NO. 05-1565

IN THE MATTER OF TERMINATION OF MATTHEW R. DAVIS FOR CAUSE FOR VIOLATION OF COUNTY POLICIES AND FAILURE TO MAINTAIN REQUIRED QUALIFICATIONS TO PERFORM ESSENTIAL FUNCTIONS OF THE POSITION OF WATER RECLAMATION OPERATOR, EFFECTIVE NOVEMBER 21, 2005:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the termination of Matthew R. Davis for cause for violation of county policies and failure to maintain required qualifications to perform essential functions of the position of Water Reclamation Operator, effective November 21, 2005.

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

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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners