

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 17, 2006**

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 The Sackett #328 Ditch Petition Project (50 Channing Street)

PUBLIC COMMENT

RESOLUTION NO. 06-470

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 13, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held April 13, 2006 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-471

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0414:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0414, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO's			
Buckeye Tractor Inc.	Purchase/ Lawn Equipment	21411306-5260	\$ 9,939.00
Southeastern Equipment	Replacement Backhoe	60111901-5370	\$ 40,000.41
County Risk Sharing	CORSA Renewal	60111901-5370	\$ 400,000.00
Imagistics Intl. Inc.	Copiers	60111901-5450	\$ 6,596.00
Increases			
LaPetite Academy	Child Care	22411610-5348	\$ 18,000.00
Vouchers			
Kindercare Neverland	Day Care	22411610-5348	\$ 13,959.10
Noahs Ark Learning Center	Day Care	22511607-5348	\$ 5,000.00
DSS Corporation	Annual Maintenance Agreement	21411307-5325	\$ 8,050.00
Advantage Adoption	Residential Treatment	22511607-5342	\$ 10,168.00
Advantage Adoption	Residential Treatment	22511608-5342	\$ 1,313.00
Memo Transfer Voucher			
From	To		
Job and Family 22411605-5331	Facilities 10011105-5331	Postage Invoice	\$ 6,834.91
Job and Family 22411601-5301	Family Children's First 70161607-4501	Feb/March Tanf	\$ 10,323.76

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

RESOLUTION NO. 06 -472

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Prosecutor's Office is requesting that Tabitha Bonifas attend a Behavioral Analysis of Sexual Offenders Seminar in Sandusky, Ohio April 28, 2006, at the cost of \$91.87.

The Prosecutor's Office is requesting that Chrystal Alexander attend a Call To Men Seminar in Columbus, Ohio May 5, 2006, at the cost of \$45.00.

The Auditor's Office is requesting that Shane Herbert and Steve Lewis attend a Government Forum in Indianapolis, Indian April 18-19, 2006, at the cost of \$225.00.

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The Child Support Enforcement Agency is requesting that Susan Brown attend a 2006 Leadership Symposium in Columbus, Ohio April 27, 2006, at the cost of \$12.00.

The Administrative Services Department is requesting that Kevin Williams attend a CEBCO Board of Directors Meeting in Columbus, Ohio April 20, 2006, at the cost of \$31.00.

The Clerk of Courts Office is requesting that the Clerk of Courts Title Division Staff attend an OCCA Title Seminar in Cleveland, Ohio April 20, 2006, at the cost of \$100.00.

The Department of Job and Family Services is requesting that Lisa Cabot travel to Ladoga, Indiana for a Bi-Monthly Visit to a Child in Custody April 28, 2006, at the cost of \$7.00.

Veterans Services is requesting that Valerie Crane attend National Organization of County Service Officer School in Reno, Nevada June 2-10, 2006, at the cost of \$1,731.50.

The Code Compliance Department is requesting that their Inspectors, Plans Examiners and other Certified Staff (25 individuals) attend a Firestopping Compliance Seminar at the Hayes Building April 17, 18, 19 or 20, 2006, at the cost of \$250.00.

The Code Compliance Department is requesting that Joe Amato, Joe Holbrook and Joe Scherler attend an International Association of Electrical Inspectors Annual Conference in Dublin, Ohio May 1, 2006 (am) and May 3, 2006 (pm), at the cost of \$255.00.

The EMS Department is requesting that Todd Barstow attend a Training Class at Salt Fork State Park April 24-27, 2006, at no cost.

The EMS Department is requesting that Bob Lavender and Todd Barstow attend a Homeland Security Planning Course at the Ohio EMA May 10-12, 2006, at no cost.

The EMS Department is requesting that Patrick Brandt attend a Motorola XTS 5000 Portable Radio Course in Schaumburg, Illinois on May 9, 2006, at the cost of \$407.32.

The Child Support Enforcement Agency is requesting that Wendy Shannon and Joyce Rhodes attend a Security/Caseload Management Training in Columbus, Ohio April 18, 2006, at no cost.

Juvenile Court is requesting that Amanda Weiss attend a Web Page Design Class in Delaware County May 1 to May 10, 2006, at the cost of \$180.00.

Juvenile Court is requesting that Russel Craig participate in an on-line Wise Communications Seminar at the cost of \$324.00.

Juvenile Court is requesting that Pat Martin attend an Attorney General 2006 Victim Assistant Conference in Columbus, Ohio May 23-24, 2006, at the cost of \$25.00.

The Facilities Department is requesting that Jon Melvin and Jack Prim attend a County Facilities Management Association meeting in Toledo, Ohio April 21, 2006, at no cost.

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

RESOLUTION NO. 06-473

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR OLENTANGY CROSSINGS SECTION 7 AND OLENTANGY CROSSINGS SOUTH SECTION 1:

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

Olentangy Crossings Section 7

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 17th day of April 2006, between **PLANNED COMMUNITIES, INC.**, as evidenced by the **OLENTANGY CROSSINGS SECTION 7** 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

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remaining construction as shown in the Engineer's Estimate approved 3/28/06, 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 **TWENTY-EIGHT 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

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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.

Olentangy Crossings South Section 1

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 17th day of April 2006, between **PLANNED COMMUNITIES, INC.**, as evidenced by the **OLENTANGY CROSSINGS SOUTH SECTION 1** 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 3/28/06, 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 **FIFTY-THREE THOUSAND FIVE 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

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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.

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

RESOLUTION NO. 06-474

IN THE MATTER OF APPROVING A CORRECTION TO THE NAME OF ROAD NUMBER 1399 IN VILLAGES OF OAK CREEK PHASE 11B:

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

Villages of Oak Creek Phase 11B

At your September 27, 2004 meeting, your Board approved the acceptance of the improvements made for the referenced subdivision into the public system. One roadway accepted was Windward Way, to be known as Township Road Number 1399. It has just been brought to our attention that the road was actually platted under the name Windy Oak Way. Therefore, the Engineer is requesting that you change your journals to show the acceptance of Windy Oak Way as Township Road Number 1399 and that the Orange Township Trustees be advised of your actions.

The Engineer also request approval to establish a stop condition at Township Road Number 1399, Windy Oak Way, at its south intersection with Township Road Number 734, Royal Oak Drive.

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

RESOLUTION NO. 06-475

IN THE MATTER OF APPROVING A CORRECTION TO THE NAME OF ROAD NUMBER 1426 IN RIVER'S EDGE AT ALUM CREEK SECTION 2:

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

River's Edge at Alum Creek Section 2

At your February 21, 2005 meeting, your Board approved the acceptance of the improvements made for the referenced subdivision into the public system. One roadway accepted was River's Edge Court, to be known as Township Road Number 1426. It has just been brought to our attention that the road was actually platted under the name Edgewater Court. Therefore, The Engineer is requesting that you change your journals to show the acceptance of Edgewater Court as Township Road Number 1426 and that the Orange Township Trustees be advised of your actions.

The Engineer also request approval to establish a stop condition at Township Road Number 1426, Edgewater Court, at its intersection with Township Road Number 1310, River's Edge Drive.

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

RESOLUTION NO. 06-476

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IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR GLEN OAK SECTION 4 AND THE OAKS SECTION 1, PHASE A:

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

Glen Oak Section 4

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 **\$85,460**, and a Letter of Credit in that amount is available to cover the bonding of this project.

The Oaks Section 1, 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 **\$146,000**, and a Letter of Credit 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. 06 -477

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF ONE POLARIS COMPANY FOR CONSTRUCTION OF IMPROVEMENTS TO SOUTH OLD STATE ROAD:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve taking action against the bond of One Polaris Company:

In August, 2001, your Board entered into Agreement with One Polaris Company for improvements to be made to South Old State Road. Through no fault of the developer, the commitments they had for development of the property affected by these improvements fell through. As the County had planned some improvements to areas in the locality of One Polaris' improvements, an Addendum to the Subdivider's Agreement was executed which required that the developer still pay his part of the South Old State improvements to Delaware County either when the developer applied for a building permit for this site or two years from the date of execution of the Addendum, whichever came first. As the bond posted as surety for this obligation is due to expire April 20, 2006, we have advised One Polaris Company that they must adhere to their part of the Agreement and pay this office \$84,400 prior to the bond expiration date or we will be forced to take action against the bond. The Engineer, therefore, request approval to take action against this bond should they fail to make payment for this work.

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

RESOLUTION NO. 06 -478

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

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

Permit #	Applicant	Location	Type of Work
U06040	Consolidated Electric	Twigg Hupp Road	Set new pole
U06042	Columbus Southern Power	Case Road	Hang span of primary/neutral
U06044	American Electric Power	Tussic Street Road	Move service
U06045	Verizon	Mink Street Road	Place new telephone cable

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

RESOLUTION NO. 06-479

IN THE MATTER OF APPROVING CHANGE ORDERS FOR THE SMITH #198 DITCH PETITION PROJECT:

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

Smith #198 Ditch Petition Project

Available are two Change Orders for the above referenced project. Due to plan omissions, these items were

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not bid. Therefore, we are requesting that the Change Orders be approved, and the revised Contract Price for this project be revised from the original amount of \$42,922.30 to \$43,922.30. Also, as a result of this work as well as the wetness of the ground making it impossible to move equipment in and asphalt plants not being open to obtain material required, the Contractor is requesting an extension of time for this project from April 7, 2006 to May 1, 2006.

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

RESOLUTION NO. 06-480

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH THE SHELLY COMPANY FOR THE 2006 ROAD IMPROVEMENT PROGRAM:

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

2006 Road Improvement Program Bid Opening of April 12, 2006

As the result of the above referenced bid opening, The Engineer recommends that a bid be awarded to The Shelly Company of Columbus, Ohio, the low bidder for the project. The County's portion of this bid equals \$2,031,312.34. A copy of the bid tabulation is available for your information.

CONTRACT

AGREEMENT, made and entered into this 17th day of April, 2006 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **THE SHELLY COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **TWO MILLION THIRTY-ONE THOUSAND THREE HUNDRED TWELVE DOLLARS AND THIRTY-FOUR CENTS (\$2,031,312.34)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 2006 Road Improvement Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **September 1, 2006**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 06-481

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE BYRNE GRANT FOR ADULT COURT SERVICES:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the quarterly Report of the Byrne Grant.

(Copy of report available in the Commissioners office until no longer of Administrative Value).

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

RESOLUTION NO. 06-482

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD:

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

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 Delaware County Soil and Water Conservation District Board has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners 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).

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Soil and Water Conservation District Board and;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Soil and Water Conservation District Board authorizes 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: Delaware County Soil & Water Conservation District Board
Office/Department: Soil & Water Department

Control Group: OPT5
Daily spending per card: \$2,500.00
Monthly spending per card: \$5,000.00
Single transaction limit: \$2,500.00
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card 1: Larry Ufferman

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

RESOLUTION NO. 06-483

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS LANE AVENUE BAPTIST CHURCH NURTURING CENTER; WORTHINGTON CHRISTIAN PRESCHOOL AND KINDERGARTEN; NOREEN DINAN AND KERRY SANTA:

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

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Lane Avenue Baptist Church Nurturing Center 1610 W. Lane Ave. Columbus, Ohio 43221	Toddler	\$149.42	\$ 108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	Schoolage	\$102.38	\$ 71.99	\$ 5.39
	Before & After	\$ 71.99	\$ 71.99	\$ 5.39
	Before School Only	\$ 47.00	\$ 47.00	\$ 5.39
	After School Only	\$ 71.99	\$ 69.00	\$ 5.39
Worthington Christian	Preschool Only	\$ 71.00	\$ 71.00	\$ 5.39

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Preschool And Kindergarten 8225 Worthington-Galena Rd Westerville, Ohio 43081	Preschool/Childcare	\$133.89	\$ 94.80	\$ 5.84
	Before or After	\$ 31.40	\$ 31.40	\$ 5.39
	Before & After	\$ 52.33	\$ 52.33	\$ 5.39

Child Care Provider	Infants	Toddlers	Preschool	School
Noreen Dinan 5025 Marden Ct. Columbus, Ohio 43230	\$99.06 Full	\$93.39 Full	\$89.09 Full	\$78.72 Full
	\$64.62 Part	\$61.97 Part	\$57.71 Part	\$53.12 Part
	\$ 3.82 Hourly	\$ 3.66 Hourly	\$ 3.47 Hourly	\$ 2.53 Hourly
Kerry Santa 5798 Genoa Farms Blvd. Westerville, Ohio 43082	\$132.08 Full	\$124.52 Full	\$118.78 Full	\$104.96 Full
	\$ 86.16 Part	\$ 82.62 Part	\$ 76.94 Part	\$ 70.82 Part
	\$ 5.09 Hourly	\$ 4.88 Hourly	\$ 4.63 Hourly	\$ 3.37 Hourly

(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

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

RESOLUTION NO. 06-484

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Lynn Stacy has accepted the Social Services Supervisor I Position with the Department of Job and Family Services; effective date May 1, 2006.

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

RESOLUTION NO. 06-485

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LAKE SHORE AND OLENTANGY SECTION 2:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve sanitary sewer plans for Lake Shore And Olentangy Section 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 06-486

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR CROSS CREEK CAMPING RESORT PHASE 1; CROSSCREEK CAMPING RESORT PHASE 2; LAKE SHORE AND BOLDER RIDGE:

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

Cross Creek Camping Resort Phase 1

**SUBDIVIDER'S AGREEMENT FOR
CONNECTION OF PRIVATE SANITARY SEWER SYSTEM
TO DELAWARE COUNTY SEWER SYSTEM**

THIS AGREEMENT executed on this 17th day of April 2006, by and between **Cross Creek Resort, LLC.**, as evidenced by the **Cross Creek Camping Resort Phase 1** filed with the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$4,720.00**, representing the payment of the capacity charges then in effect for each campground connection, for **28** equivalent campground lots. (**28 campground lots – 24 prepaid campground lots = 4 remaining campground lots @ \$1,180.00 per campground lot**)

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. The SUBDIVIDER shall pay the entire cost and expense of said

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improvements.

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.

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 **\$1500.00**, estimated to be necessary to pay the cost of plan review and 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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund.

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, "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.

The SUBDIVIDER, his heirs, successors or assigns shall be responsible for all maintenance, repairs, reconstruction and rehabilitation of all of the sanitary sewers within the development which will not be accepted for ownership, operation and maintenance by the COUNTY.

The SUBDIVIDER, his heirs, successors or assigns shall promptly make all necessary repairs and perform all maintenance necessary to maintain the integrity of the system as designed.

The COUNTY reserves the right to discontinue service if proper maintenance and repairs are not performed by the SUBDIVIDER. The COUNTY may require that the use of an offending section of sewer be discontinued until repaired or if not promptly repaired (within thirty (30) days of written notification by the Sanitary Engineer) may discontinue service to the entire facility.

The SUBDIVIDER shall by his regulations, inspections, and maintenance insure that all drops are capped when not in use. All drops shall be of adequate elevation to prevent the entrance of surface water to the sanitary system.

The SUBDIVIDER is further cautioned that the subdivision and transfer of the lots within the improved area will not be permitted. The remainder of the tract tributary to the twenty-eight (28) lots Phase One (1) Improvements cannot be subdivided, transferred or separated in ownership from Phase One (1) due to the private nature of the sanitary sewers to be installed in Phase One (1).

The SUBDIVIDER shall allow the County Sanitary Engineer or his agents access to the property for the purposes of monitoring the use of and the condition of the sanitary sewers in the improved area and also access to the Del-Co Water service meter and records.

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

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.

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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.

Cross Creek Camping Resort Phase 2

**SUBDIVIDER'S AGREEMENT FOR
CONNECTION OF PRIVATE SANITARY SEWER SYSTEM
TO DELAWARE COUNTY SEWER SYSTEM**

THIS AGREEMENT executed on this 17th day of April 2006, by and between **Cross Creek Resort, LLC.**, as evidenced by the **Cross Creek Camping Resort Phase 2** filed with the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$22,420.00**, representing the payment of the capacity charges then in effect for each campground connection, for **19** equivalent campground lots. (**\$1,180.00 per campground lot**)

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. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees 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.

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 **\$2000.00**, estimated to be necessary to pay the cost of plan review and 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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund.

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, "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.

The SUBDIVIDER, his heirs, successors or assigns shall be responsible for all maintenance, repairs, reconstruction and rehabilitation of all of the sanitary sewers within the development which will not be accepted for ownership, operation and maintenance by the COUNTY.

The SUBDIVIDER, his heirs, successors or assigns shall promptly make all necessary repairs and perform all maintenance necessary to maintain the integrity of the system as designed.

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The COUNTY reserves the right to discontinue service if proper maintenance and repairs are not performed by the SUBDIVIDER. The COUNTY may require that the use of an offending section of sewer be discontinued until repaired or if not promptly repaired (within thirty (30) days of written notification by the Sanitary Engineer) may discontinue service to the entire facility.

The SUBDIVIDER shall by his regulations, inspections, and maintenance insure that all drops are capped when not in use. All drops shall be of adequate elevation to prevent the entrance of surface water to the sanitary system.

The SUBDIVIDER is further cautioned that the subdivision and transfer of the lots within the improved area will not be permitted. The remainder of the tract tributary to the nineteen (19) lots Phase One (1) Improvements cannot be subdivided, transferred or separated in ownership from Phase One (1) due to the private nature of the sanitary sewers to be installed in Phase One (1).

The SUBDIVIDER shall allow the County Sanitary Engineer or his agents access to the property for the purposes of monitoring the use of and the condition of the sanitary sewers in the improved area and also access to the Del-Co Water service meter and records.

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

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.

Lake Shore

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

THIS AGREEMENT executed on this 17th day of April 2006, by and between **Silvestri Homes, LTD.**, as evidenced by the **Lake Shore** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$120,950.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **41** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$109,479.00**) 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 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 **\$12,500.00**, estimated to be necessary to pay the

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cost of plan review and 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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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, "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.

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 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.

Boulder Ridge

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

THIS AGREEMENT executed on this 17th day of April 2006, by and between **M/I Homes of Central Ohio, LLC**, as evidenced by the **Boulder Ridge** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$70,800.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **24** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the

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sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$95,314.35**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees 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 **\$12,000.00**, estimated to be necessary to pay the cost of plan review and 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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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, "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.

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 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.

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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. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-487

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Rich Felton is donating sick leave to Karl Hough with the Water Reclamation Department.

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

RESOLUTION NO. 06-488

IN THE MATTER OF AUTHORIZING ISSUING A REQUEST FOR STATEMENT OF QUALIFICATIONS FOR MARKET RESEARCH FOR PAY SYSTEM ADJUSTMENT:

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

**PUBLIC NOTICE
Request For Statement of Qualifications**

The Delaware County Commissioners are in search of a consultant to analyze market data of comparable organizations to provide a report and recommendations of fair wages for the County's Compensation Management System wage scales. The consultant will be responsible for reviewing and analyzing wages of comparative employers with similar positions to the County and will provide suggested recommendations for adjustments to the County's wage charts and/or salary scales. The consultant will also be responsible for evaluating the structure and integrity of the Compensation Management Plan and will make suggestions to modify and improve the system. Delaware County will provide much of the raw data needed for analysis, but the consultant may be responsible for gathering additional follow-up survey data.

The consultant's initial report must be delivered by May 22, 2006.

RFQ specifications must be obtained from Delaware County Human Resources during normal business hours or by calling (740) 833-2120.

Request for Qualifications (RFQ) will be received by Delaware County Human Resources, Delaware County, Ohio, 10 Court St. Delaware, Ohio 43015 no later than **5:00 p.m. on April 28, 2006.**

The County reserves the right to reject any and all RFQ's, in whole or in part, to waive any informality in any or all qualifications, to accept the RFQ it deems most favorable to the County after the RFQ's have been examined and checked and subject to the approval of the County Commissioners.

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

RESOLUTION NO. 06-489

IN THE MATTER OF AMENDING RESOLUTION 06-428 CHANGING THE BID OPENING DATE FOR MEDICAL MATERIALS AND SUPPLIES PROPOSALS:

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

WHEREAS, the Delaware County Board of Commissioners approved Resolution 06-428 establishing the bid opening date and time of 10:00 on 27 April 2006, for medical materials and supplies for the Emergency Medical

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Service, and;

WHEREAS, formal advertising of the bid was inadvertently delayed:

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve amending Resolution 06-428 changing the bid opening time and date to **10:00 a.m. 11 May 2006**, for proposals to supply emergency medical supplies and materials for the Delaware County EMS and other political subdivisions for a period of one year with an opportunity to extend the contract for a second year.

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

RESOLUTION NO. 06-490

IN THE MATTER OF ACCEPTING AND APPROPRIATING A STATE EMERGENCY RESPONSE COMMISSION L.E.P.C. EXCELLENCE AWARD FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY:

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

WHEREAS, the State Emergency Response Commission (S.E.R.C.) awards funds to those Local Emergency Planning Committees (L.E.P.C.) who have exhibited excellence in their County Hazardous Materials Response programs annually, and;

WHEREAS, the Delaware County L.E.P.C. was submitted for an Award of Excellence for its innovative approach in designing and conducting its 2005 Full Scale Hazardous Materials Exercise by combining aspects of a law enforcement that required increased participation not normally seen, and;

WHEREAS, the S.E.R.C. approved an award to the Delaware County L.E.P.C. of \$1,000, and;

WHEREAS, these funds will provide the L.E.P.C. and Delaware County Office of Homeland Security and Emergency Management (DCOHSEM) to purchase and repair some needed minor equipment;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance and appropriation of \$1,000.00 for this award to L.E.P.C. and DCOHSEM to be placed in Org Key Number 21511307, Materials and Supplies, Object Code 5250.

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

RESOLUTION NO. 06-491

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Tiffany Roberts is moving from a Part-Time Paramedic to a Full-Time Paramedic with the EMS Department; effective date April 14, 2006.

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

RESOLUTION NO. 06-492

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, Delaware County has personal property not needed for public use, or are obsolete or unfit for the use for which they were acquired;

Office/Dept.

Asset Tag #	Item Description	Serial #
	1974 Chevy K20 4X4	CKY244F427754
	1990 Ford RANGER	1FTCR10A7LUB77434
	1991 Chevy Corsica	1G1LT53G0MY160115
	1992 Chevy G-30 Van	1GCFCG35Z9N7130291
	1992 Ford Ranger Ext	1FTCR14U5NPA55290

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1994 Ford Crown Vic	2FLAP71W4RX171603
1994 Ford Crown Vic	2FLAP71W2RX171602
1995 Ford Crown Vic	2FALP71WXSX184958
1995 Ford Crown Vic	2FALP71WXSX184961
1996 Ford Crown Vic	2FALP71W5TX134342
1996 Ford Crown Vic	2FALP71W4TX134347
1997 Ford Crown Vic	2FALP71W2VX125567
1997 Ford Crown Vic	2FALP71W0VX125566
2001 Ford Crown Vic - Totaled/Salvage	2FAFP71W51X160398
2001 Chevy Impala Police - Totaled/Salvage	2G1WF55K719258256
2003 Ford Crown Vic - Totaled/Salvage	2FAHP71W83X186599
1984 Ford 153 CHASSIS – Field Gymmy	1FDXK74N9EVA51963

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, declare the above personal property obsolete, unfit, or not needed for public use and authorize the sale or donation to a political subdivision or the public auction to be held on **Saturday, May 6th, 2006 at 10:00 am** at the Engineers’ Complex, 50 Channing Street, in accordance of the Ohio Revised Code Section 307.12.

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

RESOLUTION NO. 06-493

SETTING BID OPENING DATE AND TIME FOR JANITORIAL SERVICES FOR DELAWARE COUNTY:

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

**PUBLIC NOTICE
INVITATION TO BID
ITB #06-04 –JANITORIAL SERVICES**

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

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, May 8, 2006**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for janitorial services for Delaware County.

A pre-bid meeting and walk through will be held at 9:00AM on Tuesday, May 2, 2006 at the Engineers’ Complex, 50 Channing Street, Delaware, Ohio.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$250 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Janitorial Services" No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 06-494

IN THE MATTER OF APPROVING A REDUCTION OF APPROPRIATIONS FOR JUVENILE DIVERSION:

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

Reduction of Appropriation		Amount
26226302-5001	Juvenile Diversion/Compensation	-47,700.00
26226302-5102	Juvenile Diversion/Workers Comp	-405.00
26226302-5120	Juvenile Diversion/PERS	-6,535.00
26226302-5131	Juvenile Diversion/Medicare	-695.00

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

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RESOLUTION NO. 06-495

IN THE MATTER OF ESTABLISHING A NEW FUND AND APPROVING TRANSFER OF APPROPRIATIONS:

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

ESTABLISH NEW FUND

76511922	Maintenance Bond Fund	
Transfer of Appropriation		Amount
From	To	
10011102-5801	10011101-5001	123,260.00
Commissioners General/Transfers	Commissioners/Compensation	
10011102-5801	10011101-5120	16,900.00
Commissioners General/Transfers	Commissioners/PERS	
10011102-5801	10011101-5131	1,790.00
Commissioners General/Transfers	Commissioners/Medicare	
10011102-5801	10011101-5102	2,220.00
Commissioners General/Transfers	Commissioners/Workers Comp	

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

RESOLUTION NO. 06-496

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; FOR LAND ACQUISITION AND FOR PENDING OR IMMINENT LITIGATION:

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

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

RESOLUTION NO. 06-497

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 10:35AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners