

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 10, 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

7:30 PM Final Hearing For The Old Kingston Township Ditch Petition Project

PUBLIC COMMENT

RESOLUTION NO. 06-868

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 6, 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 July 6, 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. 06-869

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR077 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR077:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR077, memo transfers in batch numbers MTAPR077 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
<b>Vouchers</b>			
OH Hospital./Children & Adults	Residential Treatment	22511607-5342	\$ 24,570.00
Matthews Kennedy Ford	Cargo Van/Lands & Buildings	40111402-5450	\$ 20,011.22
State of OH Treasurer	State Audit	10011102-5301	\$ 17,532.84
Global Protection Services	Security	10011102-5301	\$ 8,772.63

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

RESOLUTION NO. 06 -870

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Candy Nelson, Deborah Osborne, Dodie Davenport and Jackie Miley attend a Clerks Conference in Cincinnati, Ohio July 27/28, 2006, at the cost of \$910.00.

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

RESOLUTION NO. 06-871

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the Tuition Assistance requests as follows:

Johannes Dickhof	1 Class	Tuition	\$350.00	Books	\$125.00
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Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 for specific items). The employee shall provide proof of full payment before reimbursement is processed.

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

RESOLUTION NO. 06-872

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY REAL PROPERTY MANAGEMENT FOR THE HOMEOWNERS ASSOCIATION OF THE HIGHLAND LAKES NORTH SECTION 3 SUBDIVISION:

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

WHEREAS, on the 7<sup>th</sup> day of June, 2006, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition filed by Real Property Management and signed by members of the Highland Lakes North Section 3 Subdivision, petitioners, for the following:

In Delaware County, Genoa and Orange Township in the following subdivision and generally following the existing course and terminus of the drainage improvements as shown on the as built for street, storm water improvement plan on each section as listed: **Highland Lakes North Section 3**- Crystal Court; Camargo Court; Ridgewood Avenue; Seminole Way; Salem Drive; Shadow Creek Drive; St. George Avenue 5757, 5760, 5771, 5787, 5810, 5831, 5832, 5839, 5844, 5845, 5850, 5858, 5861, 5864, 5867, 5872, 5873, 5879, 5880, 5883, 5889, 5890, and 5895

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

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **28<sup>th</sup> day of August, 2006, at 1:30 PM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **2<sup>nd</sup> day of October, 2006, at 7:30 PM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

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

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

**RESOLUTION NO. 06-873**

**IN THE MATTER OF APPROVING PLATS FOR SCIOTO RESERVE EXPANSION SECTION 1, PHASE A AND SCIOTO RESERVE EXPANSION SECTION 1, PHASE B AND DITCH MAINTENANCE PETITIONS FOR SCIOTO RESERVE EXPANSION SECTION 1 PHASE B, BUCKEYE READY-MIX LLC. AND THE MEADOWS AT SCIOTO RESERVE:**

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

**Scioto Reserve Expansion Section 1, Phase A**

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Located In Part Of Farm Lots 19 And 20, Section 2, Township 3, Range 19, United States Military Lands, Being A 34.089 Acre Subdivision, Being All Of A 21.556 Acre Tract Of Land Described In Deed To Ravines At Scioto Reserve Llc, Recorded Official Record Volume 612, Page 30, And 12.533 Acres Out Of A 150.710 Acre Tract Of Land Described In Deed To Triangle Properties, Inc. By Official Record Volume 629, Page 1653, Being A Total Of 7.075 Acres In Farm Lot 19 And 27.014 Acres In Farm Lot 20, All References Being To The Records Of The Recorder's Office, Delaware County, Ohio. Cost \$48.00.

**Scioto Reserve Expansion Section 1, Phase B**

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Located In Part Of Farm Lots 17, 18 And 19, Section 2, Township 3, Range 19, United States Military Lands, And Also Being Part Of Farm Lot 40, Section 3, Township 4, Range 19 United States Military Lands, Being A Subdivision Of 181.328 Acres, Being 114.433 Acres Out Of A 150.710 Acre Tract Of Land Described In Deed To Triangle Properties Inc. Of Record In Official Record Volume 629, Page 1653, Being All Of A 24.201 Acre Tract Described In Deed To The Board Of Education Of The Buckeye Valley Local School District, Of Record In Official Record Volume 626, Page 2311 And Being All Of A 42.688 Acre Tract Of Land Described In Deed To The Meadows At Scioto Reserve, Llc. Of Record In Official Record Volume 708, Page 1424, There Being 34.760 Acres In Farm Lot 17, 32.787 Acres In Farm Lot 18, 89.574 Acres In Farm Lot 19 And 24.207 Acres In Farm Lot 40. All References Being To The Records Of The Recorder's Office, Delaware County, Ohio. Cost \$315.00.

**Ditch Maintenance Petition-Scioto Reserve Expansion Section 1 Phase B**

We the undersigned owners of 116.024 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Expansion Section 1 Phase B (116.024 Acres)** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The **Scioto Reserve**

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**Expansion Section 1 Phase B** 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 **Scioto Reserve Expansion Section 1 Phase B** Subdivision.

The cost of the drainage improvements is \$445,200.00 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. One Hundred three (103) Buildable 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, \$4,322.33 per lot. An annual maintenance fee equal to 2% of this basis \$86.44 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 \$8,904.00 has been paid to Delaware County.

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

**Ditch Maintenance Petition- Buckeye Ready-Mix Llc.**

We the undersigned owners of 9.30 acres in Delaware Township, Delaware County, Ohio propose to create a subdivision known as **Buckeye Ready-Mix Llc.** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The plat for **Buckeye Ready-Mix Llc.** has been submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage 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 \$95,961.00 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 9.30 acres will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$10,318.39 per acre. An annual maintenance fee equal to 2% of this basis \$1,919.22 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 \$1,919.22 has been paid to Delaware County.

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

**Ditch Maintenance Petition-The Meadows At Scioto Reserve**

We the undersigned owners of 42.176 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **The Meadows At Scioto Reserve (42.176 Acres)** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The plat for **The Meadows At Scioto Reserve** will be submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer upon its completion. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

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this action.

The cost of the drainage improvements is \$183,703.50 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in their development. The Developed multi-family area of 48 units of 42.176 acres will receive benefit (cost) of the project as a per unit basis. The basis for calculating the assessment for each lot is therefore, \$3,827.16 per unit. An annual maintenance fee equal to 2% of this basis \$76.54/unit will be collected for each developed unit. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$3,674.07 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. 06-874**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR WILSON ROAD – FUTURE WIDENING TO 5 LANES, STATION 38+56.03 TO 64+27.20:**

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

**Wilson Road – Future Widening To 5 Lanes, Station 38+56.03 To 64+27.20**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of July 2006 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROBERT WEILER COMPANY**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**WILSON ROAD – FUTURE WIDENING TO 5 LANES, STATION 38+56.03 TO 64+27.20**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties good for five years in the amount of **FIVE HUNDRED SIX THOUSAND NINE HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
5. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. The **SUBDIVIDER** shall perform and complete all said improvements prior to **JUNE 1, 2011**.
7. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
8. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
9. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
10. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
11. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

**RESOLUTION NO. 06-875**

**IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR SCIOTO RESERVE EXPANSION SECTION 1, PHASE A AND SCIOTO RESERVE EXPANSION SECTION 1, PHASE B:**

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

**Scioto Reserve Expansion 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 **\$393,100** and a Letter of Credit in that amount is available to cover the bonding of this project.

**Scioto Reserve Expansion Section 1, 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 **\$2,643,800** 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 -876**

**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
U06080	Verizon	Old State Woods	Relocate poles and cable
U06081	American Electric Power	Liberty Road	Relocate 3 poles
U06082	Team Fishel	Green Meadows Drive	Test holes
U06083	American Electric Power	Rome Corners Road	Bore under road
U06084	Columbus Southern Power	Adams Road	Install span of primary

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

**RESOLUTION NO. 06-877**

**SETTING BID OPENING DATE AND TIME FOR THE GWINNER DITCH PETITION PROJECT:**

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

**INVITATION TO BID**

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Monday July 31, 2006** for furnishing all labor, materials and equipment necessary to complete the project known as **Gwinner Ditch Petition Project**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than September 15, 2006.

The engineer’s estimate for this project is \$35,264.00

Bids shall be placed in a sealed envelope marked “SEALED BID FOR GWINNER DITCH PETITION PROJECT”.

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

**SCOPE OF WORK**

The reconstruction of 1100' of the Gwinner #262 Ditch, including the replacement of disturbed subsurface drain outlets, the replacement of one driveway culvert, the establishment of temporary and permanent easements, the

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construction of one grade stabilization structure, and the construction of one maintenance equipment crossing. This project is being done pursuant to Ohio Revised Code Sections 6131 and 6137. The project is located in Delaware Townships, Delaware County, Ohio. The project will be administered and managed by the Delaware County Engineer's Office and their designated inspector(s). All questions shall be directed to: Brett R. Bergefurd Project Manager 50 Channing Street Delaware, Ohio 43015 Phone: (740) 833-2400 Fax: (740) 833-2399 e-mail: bbergefurd@co.delaware.oh.us

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

**RESOLUTION NO. 06-878**

**SETTING BID OPENING DATE AND TIME FOR THE SECTION LINE ROAD – OSU PROJECT IMPROVEMENT:**

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

**INVITATION TO BID**

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:30 a.m. local time on Monday, July 31, 2006**, for furnishing all labor, materials and equipment necessary to complete the project known as **Section Line Road – OSU Project Improvement**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than August 28, 2006.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Delaware County as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked "SEALED BID FOR SECTION LINE ROAD – OSU PROJECT IMPROVEMENT".

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

**DELAWARE COUNTY ENGINEER'S OFFICE IN CONJUNCTION WITH THE OHIO STATE UNIVERSITY PROJECT**

The objective of the proposed project is to demonstrate the effective use of Ohio based high-carbon Class F fly ash in combination with lime and/or lime kiln dust in the full depth reclamation of asphalt pavements across the state of Ohio.

The full depth reclamation process describes a maintenance process in which the complete depth of the flexible pavement section consisting of the asphalt layer, base, sub-base and a pre-determined amount of the underlying existing subgrade soil are uniformly pulverized, blended with chemical additives and compacted to construct a new stabilized base course. An asphalt leveling course and wearing surface are paved over the newly strengthened stabilized base material.

The 2006 project will be located on Section Line Road. The project limits will be from Home Road to SR 42. Three one mile test sections will be constructed with the use of various blends of fly ash and/or kiln dust to determine the most effective process. The remainder of Section Line Road will be reclaimed and stabilized using an emulsion and Portland cement additive. After all construction is complete The Ohio State University will continue to monitor and evaluate test sections in order to obtain data that will be used in future construction methods of rehabilitation.

<u>REHABILITATION METHOD/SECTION</u>	<u>BEGIN</u>	<u>END</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>SY</u>	<u>TOTAL \$ (EST)</u>
SEC 1 - PORTLAND CEMENT	HOME	S. LAKE HILL	3064	21.75	66642	\$129,167.14
SEC 2 - EMULSION & PORTLAND CEMENT	S. LAKE HILL	HIGHLANDS DRIVE	2486	21.75	54071	\$104,583.97
SEC 3 - EMULSION & KILN DUST	HIGHLANDS DRIVE	CLARK SHAW	5400	21.75	117450	\$219,249.68
SEC 4 - FLY ASH & LKD	CLARK SHAW	north of BEAN OLLER	4583	21.75	99680	\$166,549.29
SEC 5 - FLY ASH & LIME	north of BEAN OLLER	BUNTY STATION	4202	21.75	91394	\$152,617.27

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SEC 6 - LEVEL & OVERLAY	BUNTY STATION	US 42	400	21.75	8700	\$15,461.27
ESTIMATED PROJECT TOTAL						\$787,628.62

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

**RESOLUTION NO. 06-879**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH ROBERT CIOTOLA & AMY J. CIOTOLA FOR THE LEWIS CENTER/OLD STATE ROAD INTERSECTION IMPROVEMENT PROJECT:**

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

CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS

This Agreement entered into on the below date by and between Robert Ciotola & Amy J. Ciotola, Husband & Wife (if more than one, collectively) called the OWNER (and, if applicable, the undersigned spouse(s) of the seller(s), which hereby agree(s) to relinquish and release to the purchaser herein all right, interest and expectancy of dower in the hereinafter described real property); and the Board of County Commissioners of Delaware County, hereinafter called the PURCHASER.

WITNESSETH: In consideration of the mutual promises, agreements and covenants herein contained:

1. Purchaser promises and agrees to pay to said Owner the total sum of Eight Thousand Six Hundred Seventy----- Dollars (\$8,670.00) which total sum to be paid the Owner pursuant to this Contract shall constitute the entire compensation for:

- a. The real property to be conveyed.
- b. For damages to any residual lands of the owner.
- c. For owner’s covenants herein; and,
- d.
- e. and for any supplemental instruments necessary for transfer of title.

It is understood and agreed that the owner is responsible for all delinquent taxes and assessments including penalties and interest and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is the earlier date. Owner is also responsible for all future installments of special assessments levied and assessed against said real property, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on said real property at the date of transfer. The Purchaser may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the Owner and any deficiency shall be the responsibility of the Owner.

2. Owner agrees to sell and convey, upon the fulfillment of all the obligations and terms of this AGREEMENT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the real property in fee simple, of if otherwise specified, the rights or estate in the real property, as described in Exhibit A, attached hereto which is incorporated herein and made a part hereof as if fully rewritten herein, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

3. Owner further agrees to release to said purchaser, its successors and assigns, any and all abutters rights, including access rights, appurtenant to any remaining lands of the Owner of which the above described real property now forms a part, in, over, from and to the real property described in Exhibit A hereof. (This paragraph applies to limited access parcels only.).

4. Owner further agrees to execute supplemental instruments necessary for the construction and maintenance of said highway project, over, across, and upon the real property described in Exhibit A.

5. Owner further agrees to convey said real property as herein set forth, with release of dower, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning restrictions and public utility easements of record.

6. Owner further agrees to assist wherever possible to procure, record and deliver to the purchaser releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying said premises, and all assessment claims against said real property.

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7. Owner also agrees that he will not change the existing character of the land, in the event of any damage, change, alteration or destruction occurs to said real property thereon, resulting from any cause whatsoever, prior to the date the possession is surrendered to the Purchaser, the Owner agrees to restore it to the condition it was in at the time of the execution of this agreement by the Owner, or to accept the purchase price consideration, hereinabove stated, less the cost of such restoration. In case the Owner refuses to restore it to the condition it was in at the time of the execution of this Agreement by the Owner, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this agreement by written notice to said Owner.

8. Prior to acceptance by the Purchaser, the execution of this Agreement by the Owner shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this Agreement by the purchaser with said period, it shall constitute a valid and binding Agreement of Sale and Purchase.

9. Owner agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Agreement which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Owner by the Purchaser that Purchaser is ready to close.

10. Physical possession of vacant land shall be surrendered no later than the date payment is tendered.

11. This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors and assigns.

EXHIBIT A  
 Parcel 10-WD

Situated in the Township of Orange, County of Delaware and State of Ohio, and being part of Farm Lot 3, Section 1, Twp. 3 N, Range 18 W, of the United States Military Lands. Said parcel being part of Lot 2065 of the Bryn Mawr at Delaware, Section One, Subdivision, as recorded in Plat Cabinet 1, Slide 314 of the Plat Records of Delaware County, conveyed to Robert and Amy J. Ciotola by Vol. 599, Pg. 225 of the Deed Records, the, and further bounded and described as follows:

Beginning for reference at an iron pin found in the North line of the Edith E. Jones, Trustee, Parcel I, tract, as recorded in Vol.. 210, Pg. 117 of the Official Records of Delaware County, said iron pin being N 86° 16' 12" W, 30.99 ft from the centerline R/W, STA 19+93.58 of South Old State Rd., Thence, N 86° 16' 12" W, 9.57 ft along the aforementioned Jones line, to a point for a corner of the aforementioned Lot 2065, at R/W, STA 19+86.87, 40.00 ft, LT, said point being the True Point of Beginning;

Thence, N 86° 16' 12" W, 20/28 ft, continuing along the Jones and Lot 2065 line, to an iron pin set at R/W STA 19+83.52, 60.00 ft LT,

Thence, N 13° 14' 24" E, 118.58 ft, to an iron pin set in the North Line of Lot 2065 and South Line of Lot 2064 at R/W, STA 21+02.10, 60.00 ft, LT;

Thence, S 45° 19' 50" E, 23.44 ft, along the Lot 2065/2064 common line, to an iron pin found(Bent) at R/W STA 20+89.88, 40.00 ft, LT:

Thence, S 13° 14' 24" W, 103.01 ft, along the East Line of Lot 2065, to the True Point of Beginning.

Containing 0.051 acres

Bearings herein are based on assumed Meridian and Origin based on an alignment survey by R.D. Zande & Assoc., Inc.

Subject to all easements, rights of way, legal highways and zoning ordinances of record.

Parcel No. 27-32720

Todd D. Willis, PS

Reg. Surveyor No. 7996

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

**RESOLUTION NO. 06-880**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH CLIFFORD A. CURTIS & ELIZABETH H. CURTIS FOR THE LEWIS CENTER/OLD STATE ROAD INTERSECTION IMPROVEMENT PROJECT:**



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

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

This Agreement entered into on the below date by and between Clifford A. Curtis & Elizabeth H. Curtis, Husband & Wife (if more than one, collectively) called the OWNER (and, if applicable, the undersigned spouse(s) of the seller(s), which hereby agree(s) to relinquish and release to the purchaser herein all right, interest and expectancy of dower in the hereinafter described real property); and the Board of County Commissioners of Delaware County, hereinafter called the PURCHASER.

WITNESSETH: In consideration of the mutual promises, agreements and covenants herein contained:

1. Purchaser promises and agrees to pay to said Owner the total sum of Five Thousand Five Hundred Twenty One----- Dollars (\$5,521.00) which total sum to be paid the Owner pursuant to this Contract shall constitute the entire compensation for:

- a. The real property to be conveyed.
- b. For damages to any residual lands of the owner.
- c. For owner's covenants herein; and,
- d.
- e. and for any supplemental instruments necessary for transfer of title.

It is understood and agreed that the owner is responsible for all delinquent taxes and assessments including penalties and interest and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is the earlier date. Owner is also responsible for all future installments of special assessments levied and assessed against said real property, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on said real property at the date of transfer. The Purchaser may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the Owner and any deficiency shall be the responsibility of the Owner.

2. Owner agrees to sell and convey, upon the fulfillment of all the obligations and terms of this AGREEMENT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the real property in fee simple, of if otherwise specified, the rights or estate in the real property, as described in Exhibit A, attached hereto which is incorporated herein and made a part hereof as if fully rewritten herein, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

3. Owner further agrees to release to said purchaser, its successors and assigns, any and all abutters rights, including access rights, appurtenant to any remaining lands of the Owner of which the above described real property now forms a part, in, over, from and to the real property described in Exhibit A hereof. (This paragraph applies to limited access parcels only.)

4. Owner further agrees to execute supplemental instruments necessary for the construction and maintenance of said highway project, over, across, and upon the real property described in Exhibit A.

5. Owner further agrees to convey said real property as herein set forth, with release of dower, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning restrictions and public utility easements of record.

6. Owner further agrees to assist wherever possible to procure, record and deliver to the purchaser releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying said premises, and all assessment claims against said real property.

7. Owner also agrees that he will not change the existing character of the land, in the event of any damage, change, alteration or destruction occurs to said real property thereon, resulting from any cause whatsoever, prior to the date the possession is surrendered to the Purchaser, the Owner agrees to restore it to the condition it was in at the time of the execution of this agreement by the Owner, or to accept the purchase price consideration, hereinabove stated, less the cost of such restoration. In case the Owner refuses to restore it to the condition it was in at the time of the execution of this Agreement by the Owner, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this agreement by written notice to said Owner.

8. Prior to acceptance by the Purchaser, the execution of this Agreement by the Owner shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance

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of this Agreement by the purchaser with said period, it shall constitute a valid and binding Agreement of Sale and Purchase.

9. Owner agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Agreement which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Owner by the Purchaser that Purchaser is ready to close.

10. Physical possession of vacant land shall be surrendered no later than the date payment is tendered.

11. This contract shall be binding upon Owner and Owner’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors and assigns.

EXHIBIT A  
Parcel 12-WD

Situated in the Township of Orange, County of Delaware and State of Ohio, and being part of Farm Lot 3, Section 1, Twp. 3 N, Range 18 W, of the United States Military Lands. Said parcel being part of the Clifford A. and Elizabeth H. Curtis tract, as recorded in Volume 518, Pg. 218 of the Deed Records of Delaware County, and further bounded and described: :

Beginning for reference at an iron pin found in the Northwest corner of Lot 1720 of The Shores, Section 12, Subdivision, as recorded in Plat Cabinet 2, Slide 412A of the Plat Records of Delaware County, said iron pin also being in the South line of the aforementioned Curtis tract, and being at South Old State Rd. R/W, STA 19+48.41, 40.00 ft, RT, said point being the True Point of Beginning:

Thence, N 84° 24’ 36” W, 40.36 ft, along the South line of the Curtis tract, to the centerline R/W of South Old State Rd., STA 19+43.03,

Thence, N 13° 14’ 24” E, 173.47 ft, along the centerline R/W of South Old State Rd., passing a R/W Monument Box set at 50.55 ft, to centerline R/W, STA 21+16.49;

Thence, S 76° 46’ 02” E, 50.00 ft, to an iron pin set at R/W, STA 21+16.50, passing an iron pin set on the existing R/W line at 25.00 ft;

Thence, S 13° 14’ 24” W, 166.75 ft, to an iron pin set at the North line of the aforementioned Lot 1720 and South line of the aforementioned Curtis tract, at T/W, STA 19+49.75, 50.00 ft, RT;

Thence, N 84° 24’ 36” W, 10.09 ft, to the True Point of Beginning.

Containing 0.195 acres, of which 0.099 acres are Present R/W Occupied

Bearings herein are based on assumed Meridian and Origin based on an alignment survey by R.D. Zande & Assoc., Inc.

Subject to all easements, rights of way, legal highways and zoning ordinances of record.

Parcel No. 318-120-01-055-000

Todd D. Willis, PS

Reg. Surveyor No. 7996

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

**RESOLUTION NO. 06-881**

**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.**

	<b>Asset Tag #</b>	<b>Item Description</b>	<b>Serial #</b>
Delaware County Engineers Office			
264	0105019809	1998 Dodge Pickup Truck	1B7HC16XWS634946
266	0105019808	1998 Dodge Pickup Truck	1B74C16X8WS634948
267	0112289830	1998 Chevrolet Pickup Chassis Only	1GCGK24R9WZ213529

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767 5347 1991 Chevrolet Tandem Axle Dump Truck 1GB57H4JOMJ101310

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 internet auction, public auction, private sale when the fair market value of each item is less than \$2,500.00, sale or donation to a political subdivision or the disposal or salvage of property that has no value, in accordance of the Ohio Revised Code Section 307.12.

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

**RESOLUTION NO. 06-882**

**IN THE MATTER OF AUTHORIZING A RESOLUTION SUPPORTING AN APPLICATION FOR ASSISTANCE UNDER THE OHIO JOB READY SITES PROGRAM TO BE SUBMITTED BY THE CITY OF DELAWARE, DELAWARE COUNTY, OHIO:**

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

WHEREAS, the City of Delaware has passed Resolution No. 06-42 authorizing the City Manager to file an application to the State of Ohio, Department of Development, to support an application for assistance under the Ohio Job Ready Sites Program; and

WHEREAS, the City of Delaware desires to participate in the Job Ready Sites program to receive financial assistance for certain improvements to the Delaware Business Park; and

WHEREAS, the Delaware County Board of Commissioners desires to support this application in order to promote the creation of new jobs in Delaware Count.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio:

Section 1. The Board hereby supports the City of Delaware’s application for assistance under the Ohio Job Ready Sites Program, in order to secure funding for improvements to the Delaware Business Park including funding to provide water and sewer lines to the US42 and Slack Road Intersection and completion of the Sawmill/US42 Intersection with east and west extensions, located within the City of Delaware, Delaware County, Ohio.

Section 2. That this Resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 06-883**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

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

<b>Supplemental Appropriation</b>		<b>Amount</b>
44211423-5301	US 23/LEWIS CENTER/Professional Services	2,300.00
23111709-5365	Revolving Loan/Grant Related Services	4,010.00

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

**RESOLUTION NO. 06-884**

**IN THE MATTER OF AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR THE FISCAL YEAR 2006 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE SMALL CITIES FORMULA PROGRAM:**

It was moved by Mr. Evans, seconded by Mr. Jordan to authorize the application:

WHEREAS, the Ohio Department of Development has allocated \$150,000 in the Fiscal Year 2006 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, Delaware County has conducted its first public hearing on February 6, 2006, concerning the CDBG program and has conducted a second public hearing on the proposed application on June 26, 2006. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and

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qualification criteria for this program.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the County Administrator is hereby authorized to make application for \$150,000 of Community Development Block Grant Small Cities Formula Program funds. \$5,000 of which shall be used for Flood & Drainage Improvements in the Village of Ostrander; \$10,000 of which shall be used for Road Improvements in the Village of Ostrander; \$10,000 is to be used for Water & Sewer for the Village of Ashley; \$12,000 is to be used for ADA Curbs/Ramps for the Village of Galena; \$100,000 is to be use for Road Improvements in the Village of Sunbury; \$5,800 is to be used for Fair Housing educational activities throughout the County; and \$7,200 is to be used for Program Administration. Included with said application will be all necessary program assurances.

Section 2. That this resolution shall take effect and be in force immediately after passage.

Section 3. The funding for the projects for the FY 2006 Grant is attached below:

**FY 2006**

Community Name	Proposed Project	Total Project Cost	Proposed CDBG Formula Funding	Proposed RLF Funding	Proposed Other Funding	
Village of Ostrander	Flood & Drainage	\$ 28,200	\$ 5,000	\$ 20,000	\$3,200	Village to pay engineering design & inspection cost.
Village of Ostrander	Road Improvements	\$ 24,400	\$ 10,000	\$ 14,400	0	Village to pay engineering design & inspection cost.
Village of Ashley	Water & Sewer	\$ 25,000	\$ 10,000	\$ 15,000	0	Village to pay engineering design & inspection cost.
Village of Galena	Curbs/Sidewalks (ADA)	\$ 37,307	\$ 12,000	\$ 15,307	\$10,000	Village to pay from their General Fund
Sunbury	Road Improvements	\$1,225,000	\$100,000	\$ 250,000	\$875,000	CDBG Grant - \$450,000 Delaware Co. Development \$175,000 Village of Sunbury (Notes) \$250,000
Fair Housing	Countywide	\$ 5,800	\$ 5,800	0	0	
Administrative	General	\$ 7,200	\$ 7,200	0	0	
Totals		\$ 1,352,907	\$150,000	\$ 314,707	\$ 888,200	

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

**RESOLUTION NO. 06-885**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF OSTRANDER FLOOD & DRAINAGE AND ROAD IMPROVEMENTS, VILLAGE OF ASHLEY WATER & SEWER PROJECT; VILLAGE OF GALENA ADA CURBS AND RAMPS, AND VILLAGE OF SUNBURY ROAD IMPROVEMENTS FOR ADDITIONAL FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2006 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM FOR THESE PROJECTS:**

It was move by Mr. Jordan, seconded by Mr. Evans to authorize the following;

WHEREAS, Delaware County has applied for \$150,000 in the Fiscal Year 2006 Small Cities Community Development Block (CDBG) grant funds under the Formula Program for various improvement and planning projects in the

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County, and

WHEREAS, the total cost of these projects is estimated to be \$1,352,907; and

WHEREAS, it is anticipated that a funding gap exists between the total cost of said projects and the amount of funds available to totally fund these projects from the FY06 CDBG Small Cities Formula Program; and

WHEREAS, Delaware County has established a Revolving loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the CDBG funds to be utilized to assist said various projects will meet the needs of the community's low and moderate-income households and the National Objectives established for the CDBG Program.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$20,000 to further assist in the Flood & Drainage in Village of Ostrander

Section 2. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$14,400 to further assist Road Improvements in the Village of Ostrander.

Section 3. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$15,000 to further assist Water & Sewer in the Village of Ashley.

Section 4. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$15,307 to further assist Village of Galena with ADA Curbs & Ramps.

Section 5. That the Delaware County Board of Commissioners hereby re-authorize and re-approve an RLF infrastructure grant in the amount of \$250,000 to further assist Village of Sunbury in Road Improvements.

Section 5. That this resolution shall take effect and be in force immediately after passage.

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

**RESOLUTION NO. 06-886**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED THE BID AND APPROVING THE CONTRACT SUBMITTED BY J C & SON BUILDERS FOR THE CDBG FY'05 FAIRGROUND ADA RAMP:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount up to \$14,300 has been provided to Delaware County through the FY'05 CDBG Formula Program, and the Fair Board funding in the amount of \$6,400 has been approved by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received June 15, 2006; and

WHEREAS, Gardner Architects, the engineering firm, for the Fair Board, has reviewed the bids received, and the bid submitted by J C & Son Builders in the amount up to \$20,700 has been determined to be the lowest and best bid.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners awards the bid to J C & Son Builders, for the Fairground ADA Ramp as approved in the FY05 CDBG Formula Grant Program.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$14,300 from CDBG FY 05 funds and \$6,400 from the Fair Board , towards the ADA Ramp renovation for the fairground.

Section 3. That this resolution shall take effect and be in force immediately after its passage.

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**AGREEMENT**

THIS AGREEMENT made this 10<sup>th</sup> day of July, 2006, by and between, J C & Son Builders, LLC hereinafter called the "Contractor" and Delaware County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1.**      **Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely FY'05-Delaware County Fair-Public Rehabilitation, and required supplemental work for ADA Ramp all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated June 8, 2006, all as prepared by Bruce Gardner acting and in these Contract documents preparation, referred to as the "Architect".

**ARTICLE 2.**      **The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the prices stipulated in the Bid for the respective items of work completed for the sum Twenty Thousand Seven Hundred (Dollars) subject to additions and deductions as provided in Section 109 hereof.

1 Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio: a partnership consisting of N/A; and individual trading as N/A.

2 Supply principal items of Contract such as removal of existing sidewalks, removal of existing ramp, new ramp, new entry door etc.

**ARTICLE 3.**      **Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

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

**RESOLUTION NO. 06-887**

**7:30 PM FINAL HEARING FOR THE OLD KINGSTON TOWNSHIP DITCH PETITION PROJECT:**

It was moved by Mr. Evans, seconded by Mr. Jordan to open the Hearing at 7:33PM.

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

**RESOLUTION NO. 06-888**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE OLD KINGSTON TOWNSHIP DITCH PETITION PROJECT:**

It was moved by Mr. Evans, seconded by Mr. Jordan to close the Hearing at 8:20PM.

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

**RESOLUTION NO. 06-889**

**IN THE MATTER OF COMMISSIONERS' FINDING AFFIRMING ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS FOR THE OLD KINGSTON TOWNSHIP DITCH PROJECT:**

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

In The Matter Of The Old Kingston Township Ditch Petition Filed By J. Walter Erdy And Stephen Sheets On December 4, 2003.

WHEREAS, this being the day fixed by said Board in the order dated the 10<sup>th</sup> day of July 2006, for the final hearing on the Reports, Plans, and Schedules of the County Engineer, on the estimated assessments, on claims for compensation or damages and on the proceedings for the improvement.

WHEREAS, The Board finds that due and legal notice of this final hearing has been given as required by law; and

WHEREAS, The Board has heard all the evidence offered in the proceedings and received and considered all the schedules, plans, and reports filed by the County Engineer:

WHEREAS, this Board has considered the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, etc.;

THEREFORE BE IT RESOLVED, that the Board hereby approves the maps, profiles, plans, schedules and reports for prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, or any part thereof, and in case manufactured material is required for the construction of the improvement, the County Engineer is hereby directed to send copies of the notice by mail to dealers and manufacturers and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

FURTHER BE IT RESOLVED, THAT THE COMMISSIONERS APPROVE ESTABLISHING A NEW ORGANIZATION KEY FOR THE OLD KINGSTON TOWNSHIP DITCH PROJECT 40311416.

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

**RESOLUTION NO. 06-890**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:**

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

**Supplemental Appropriation**

24911311-5301            Domestic Violence/Professional Services            520.00

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24920301-4232 Domestic Violence/Fees & Charges 520.00

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

There being no further business the meeting adjourned.

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Glenn A. Evans

-----  
Kristopher W. Jordan

-----  
James D. Ward

-----  
Letha George, Clerk to the Commissioners