

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 12, 1999**

**THE BOARD OF COMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION
ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

James Ward , Deborah Martin, Donald Wuertz

8:00 AM – Duncan Whitney, Delaware County Prosecutor

RESOLUTION NO. 99-292

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETINGS HELD APRIL 5, 1999:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve resolutions and minutes from regular meeting held, April 5, 1999.

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

PUBLIC COMMENT

Mr. Wuertz read a prepared statement with regard to the recent comments made by Health Commissioner Fran Veverka

Mrs. Martin read a prepared statement on the same issue

Mr. Ward gave a statement on the same issue

(Statements included in minutes of meeting)

RESOLUTION NO. 99-293

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 239152
THROUGH 239402:**

It was moved by Mrs. Martin seconded by Mr. Ward to approve for payment warrants 239152 through 239402 on file in the office of the Delaware County Commissioners.

Vote on Motion: Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-294

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward seconded by Mrs. Martin to approve the following travel expense requests.

Code Compliance is requesting that Mark Spence, Ric Irvine, Ken Bruen, and David Diehl attend “Through Penetration Firestop Systems” at Columbus on April 20, 1999, in the amount of \$120.00.

Code Compliance is requesting that Betty Daubenspeck attend “Layman’s Look at Construction” at Columbus on April 28, 1999, in the amount of \$99.00.

Code Compliance is requesting that Joseph A. Scherler attend the International Association of Electrical Inspectors Professional Development Seminar at Youngstown on April 5 through 7, 1999, in the amount of \$280.00.

Auditor is requesting that Shari Baker attend the Auditor’s Conference at Columbus on April 12 through 15, 1999, in the amount of \$222.00.

Veterans Services is requesting that Richard L. Bennett attend a conference for Accreditation at Des Moines Iowa on July 17 through 24, 1999, in the amount of \$1545.00.

Vote on Motion: Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 99- 295

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND
SUPPLEMENTAL APPROPRIATIONS**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following Transfer of Funds, Appropriations and Supplemental Appropriations.

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TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
111-4530-4701 Children's Services - Transfers	003-4520-8701 Public Assistance Transfer-in	\$ 144,231.25

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-296

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 3.0, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF WESTERVILLE THAT BEING THE HANAWALT AND WORTHINGTON ROADS :

This item was withdrawn from the agenda.

RESOLUTION NO. 99-297

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO STEVEN GREGORY HENDERLY UPON EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Steven Gregory Henderly has been a member of Boy Scout Troop 332 of the Simon Kenton Council of boy scouts in Central Ohio; and

WHEREAS, Steven Gregory Henderly has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Steven Gregory Henderly on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Steven Gregory Henderly on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, and

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

Vote on Motion: Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 99-298

IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR MEDALLION ESTATES, SECTION 8 AND WALKER WOOD, SECTION 7, PHASE 1:

It was moved by Mrs. Martin and seconded by Mr. Ward to approve the following Subdividers Agreements:

MEDALLION ESTATES, SECTION 8

THIS AGREEMENT executed on this 12th day of 1999, between MEDALLION ESTATES, SECTION 8 Subdivision Plat to be 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, 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 **Exhibit "A"** attached hereto, 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

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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.

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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTEEN THOUSAND THREE HUNDRED DOLLARS (\$16,300)** 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, and the cost of street and traffic control signs. 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.

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.

EXHIBIT "A"

CONSTRUCTION ESTIMATE – STREET	\$ 83,304.00
CONSTRUCTION ESTIMATE – EARTHWORK	116,043.00
CONSTRUCTION ESTIMATE – STORM	<u>3,765.00</u>
TOTAL	\$203,112.00

WALKER WOOD, SECTION 7, PHASE 1

THIS AGREEMENT executed on this 12th day of April 1999, between planned communities as evidenced by the WALKER WOOD, SECTION 7, PHASE 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 **Exhibit "A"** attached hereto, 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 **FORTY THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. 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,

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

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

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

CONSTRUCTION

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION ESTIMATE – STREET	\$383,160.75
CONSTRUCTION ESTIMATE – EROSION	38,866.25
CONSTRUCTION ESTIMATE – STORM	<u>89,112.84</u>
TOTAL	\$511,139.84

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-299

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

It was moved by Mr. Ward , seconded by Mrs. Martin to approve the following right-of-way work permit summary sheet:

Permit #	Applicant	Location	Type of Work
2184	Columbia Gas	Highland Lakes North 6	Install new gas main

Vote on Motion: Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

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RESOLUTION NO. 99-300

IN THE MATTER OF APPROVING SPECIAL HAUL PERMITS FOR OVERSIZE AND OVERWEIGHT LOADS:

It was moved by Mr. Ward and seconded by Mrs. Martin to approve the following resolution:

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance of Special Haul Permit*;

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners

PERMIT APPLICANT	PERMIT ID	#	FEE
GARY VAN NOSTRAND	P0432	68,000	\$100.00
NATIONAL GREEN LANDSCAPING	P0433	<80,000	\$150.00
NATIONAL GREEN LANDSCAPING	P0434	<80,000	\$150.00
STOTTLEMEYER	P0435	54,000	\$150.00
STOTTLEMEYER	P0436	26,000	\$150.00
JOHN S. MATHEWS	P0437	51,500	\$100.00
GENE R HUMPHREY	P0438	54,000	\$100.00
RAYMOND RANDOLPH	P0439	52,000	\$100.00

TOTAL POSTED ROAD EXPECTED DAMAGE FEE \$1,000.00

Vote on Motion: Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 99-301

IN THE MATTER OF APPROVING BID RECOMMENDATION FOR ASPHALT MATERIALS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following bid awards.

ITEM NUMBER	BIDDER	COMMENTS
MC 30 AS PER ODOT SPEC 702 (FOB JOBSITE)	ASHPALT MATERIALS INC.	EXCLUSIVE
MC 30 AS PER ODOT SPEC 702 (FOB PLANT)	ASHPALT MATERIALS INC.	EXCLUSIVE
RS-2 AS PER ODOT SPEC 702 (FOB JOBSITE)	MARATHON ASHLAND PETROLIUM	EXCLUSIVE
RS-2 AS PER ODOT SPEC 702 (FOB PLANT)	KOCH MATERIALS	EXCLUSIVE
SS-1 or SS-1H AS PER ODOT SPEC 702 (FOB JOBSITE)	KOCH MATERIALS	EXCLUSIVE
SS-1 or SS-1H AS PER ODOT SPEC 702 (FOB PLANT)	KOCH MATERIALS	EXCLUSIVE
SS-921 (FOB PLANT)	SHELLY & SANDS, INC.	EXCLUSIVE
COLD PATCH (FOB PLANT)	SHELLY & SANDS, INC.	EXCLUSIVE
405 BITUMINOUS COLD MIX (FOB	SHELLY & SANDS, INC.	EXCLUSIVE

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PLANT)		
HPM (FOB PLANT)	KOKOSING SHELLY & SANDS, INC.	NON- EXCLUSIVE
NUMBER 301 (FOB PLANT)	KOKOSING SHELLY & SANDS, INC. SHELLY MATERIALS, INC.	NON- EXCLUSIVE
NUMBER 402 (FOB PLANT)	SHELLY MATERIALS, INC. SHELLY & SANDS, INC. KOKOSING	NON- EXCLUSIVE
ITEM NUMBER	BIDDER	COMMENTS
NUMBER 404 (FOB PLANT)	SHELLY MATERIALS, INC. SHELLY & SANDS, INC. KOKOSING	NON- EXCLUSIVE
2 MEN & A PAVER	SHELLY MATERIALS SHELLY & SANDS	NON- EXCLUSIVE

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-302

IN THE MATTER OF ESTABLISHING THE NEED TO AND AGREEING TO COOPERATE WITH LIBERTY TOWNSHIP, AND THE OHIO PUBLIC WORKS COMMISSION TO REPLACE 3 CULVERTS ON PERRY ROAD, TOWNSHIP ROAD NUMBER 145, LIBERTY TOWNSHIP, DECLARED NECESSARY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO

It was moved by Mr. Ward and seconded by Mrs. Martin to approve the following:

WHEREAS, the Board of County Commissioners is of the opinion that it is necessary for the public convenience and welfare to cooperate with Liberty Township, and the Ohio Public Works Commission to replace 3 culvert on Perry Road, Township Road 145 in Liberty Township, Delaware Ohio it shall so declare by Resolution; now, therefore.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1) That it is necessary for the public convenience and welfare that cooperation is needed by and between Liberty Township, The Ohio Public Works Commission, and Delaware County to initiate proceedings to replace 3 culverts on Perry Road, Township Road Number 145 in Liberty Township, Delaware County, Ohio.

Section 2) That Delaware County through the Delaware County Engineer will provide funding towards this improvement in the amount of \$50,000. These funds are being provided from the Delaware County Engineer's Grant Assistance Program. This program provides up to \$50,000 to local Delaware County government agencies that have obtained funding from the Ohio Public Works Commission. This program is to help in assuring these agencies can obtain OPWC funds without creating undo hardship.

Vote on Motion: Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-303

IN THE MATTER OF APPROVING EASEMENT PURCHASE AGREEMENTS FOR HARLEM ROAD BRIDGE PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following easement for the Harlem Road Bridge Project.

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Edward Razek & Jo Irwin, husband and wife, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated the "BUYER", witnesseth:

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at 10920 Gorsuch Road, Galena, Delaware County, Ohio, and more particularly described as follows:

LEGAL DESCRIPTION ON FILE AT THE ENGINEER'S OFFICE

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2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 10920 Gorsuch Road, Galena, Delaware County, Ohio and more particularly described as follows:

EXHIBIT "B" AVAILABLE AT THE ENGINEER'S OFFICE

- 3 The purchase price for both the permanent and temporary construction easements including all damages is \$5,000.00, payable at closing
4. Possession will be at closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
- (a) Install a wooden guardrail system as part of the proposed improvement;
 - b) Advise SELLERS of the date of the preconstruction conference;
 - (c) Advise utility companies to contact SELLERS before beginning utility relocations.
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Vote on Motion: Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 99-304

IN THE MATTER OF APPROVING CONTRACT WITH KELCORP CONSTRUCTION FOR MILLER PAUL AND HARLEM ROAD CULVERTS:

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

AGREEMENT made *and* entered into this 12th day of April, 1999, by *and* between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, *and* hereinafter designated as FIRST PARTY, and KELCORP CONSTRUCTION, hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of the sum SIX HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED THIRTY-THREE DOLLARS (\$633,633) to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY all the necessary material, labor and equipment required to complete the project known as THE REPLACEMENT OF FOUR CULVERTS ON MILLER PAUL AND HARLEM ROADS, Delaware County, Ohio, in accordance with **Plans, Drawings, General Specifications, Invitation to Bid for same hereto attached;** which **Plans, Drawings, General Specifications, State of Ohio Department of Transportation Specifications and Invitation to Bid** are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY hereby agrees to hold **Delaware 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 subcontractors, 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 with a certified copy of the Contractor's payroll. *SECOND PARTY* also agrees that it will be his sole responsibility to provide any and all revisions to the **Prevailing Wage Rates** as provided to him by **Delaware County** during the course of this project to any and all subcontractors he may use on this project.

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-305

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**IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR SCIOTO RESERVE
SANITARY TRUNK MAIN; TARTAN FIELDS, PHASES 8 & 9 AND VILLAGE AT WALKER
WOODS:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve sanitary sewer plans for Scioto Reserve Sanitary Trunk Main, Tartan Fields, Phases 8 & 9; and Village at Walker Woods for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion: Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Nay

RESOLUTION NO. 99-306

**IN THE MATTER OF APPROVING CHANGE ORDER # 3 WITH JESS HOWARD ELECTRIC
FOR THE OECC EXPANSION:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the change order as follows.

Original Contract Price	\$3,220,000.00
Current Contract Price	\$3,287,186.88
Current Change Order Increase	\$24,759.48
Contract Price with Current Change Order	\$3,311,946.36

Vote on Motion: Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 99-307

**IN THE MATTER OF APPROVING QUARTERLY REPORT OF ODNR – RECYCLE OHIO
GRANT:**

It was move by Mr. Ward, seconded by Mrs. Martin to approve the Quarterly Report of the Recycle Ohio Grant as submitted.

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-308

**IN THE MATTER OF APPROVING THE SUBMITTAL OF THE COURT SECURITY FUNDING
GRANT:**

It was moved by Mrs. Martin , seconded by Mr.Ward to approve the application for funding in the amount of \$23,000 through the Court Security Funding Grant.

Vote on Motion: Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99 - 309

IN THE MATTER OF TRANSFERRING THE DELAWARE COUNTY EXCESS ENHANCED 9-1-1 SYSTEM, INCLUDING FOUR GTE TELPAK REMOTE EMERGENCY TELEPHONE POSITIONS, A TELEPHONE ROUTER, A HEWLITT PACKARD HP938 DATABASE COMPUTER AND SPARE PARTS, FROM DELAWARE COUNTY TO MEIGS COUNTY AT A COST OF ONE DOLLAR (\$1.00):

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

WHEREAS, Delaware County Emergency Communications has an enhanced 9-1-1 emergency telephone system that consists of four remote GTE Telpak answering positions, a telephone router, a Hewlitt Packard HP938 database computer and spare parts, and

WHEREAS, this equipment is in excess due to the purchase of a new enhanced digital system by Delaware County in 1997, and

WHEREAS, Meigs County has no existing 9-1-1 emergency phone system, and

WHEREAS, Delaware County and its citizens feel that providing an emergency telephone system to another county is not only there civic duty but in the best interests of the citizens of Ohio,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to transfer the excess equipment to Meigs County at a cost of one dollar (\$1.00).

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
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Vote on Motion: Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 99-310

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

It was moved by Mr. Ward seconded by Mrs. Martin to approve the following Personnel Actions:

Kellye Lehman is resigning her position; effective date of resignation is April 16, 1999.

Dana White is recommended for hire as a Calltaker/TCO1 in the 911 Center; effective date of hire is April 19, 1999.

Andrew Sapp is temporarily being promoted to a Med Tech III position during a vacancy; effective date of promotion is April 14, 1999.

Chad Cochran is recommended for promotion to fill a Med Tech III Vacancy; effective date of promotion is April 14, 1999.

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-311

IN THE MATTER OF APPROVING CONTRACT FOR LAW CLERK SERVICES WITH SHAWN K. PETERSEN:

It was moved by Mrs. Martin and seconded by Mr. Ward to approve the following contract:

This Contract is made this 12th day of April, 1999, by and **between the Board of County Commissioners of Delaware County, Ohio**, on behalf of the General Division of the Court of Common Pleas of Delaware County, Ohio and **Shaun K. Petersen, the Contractor**.

1. The Board of County Commissioners, on behalf of the General Division of the Court of Common Pleas, requires the performance of the professional services of a Law Clerk in said Court and find such services to be necessary.
2. Shaun K. Petersen, Contractor, agrees to provide such Law Clerk services to said Court and perform the tasks incident thereto as determined by said Court.
3. For the professional services performed by Shaun K. Petersen, the Board of County Commissioners, on behalf of said Court, agree to pay Shaun K Petersen a stipend computed on an hourly basis at the rate of **\$12.00 per hour**.
4. The relationship of the Board of County Commissioners, on behalf of said Court, to Shaun K. Petersen shall be that of an **independent contractor** and **said Shaun K. Petersen** shall be responsible for all Federal, State, Local and Social Security taxes and all insurance and workers' compensation obligations.
5. Either party may terminate this Contract by providing the other party **14 days** advance written notice.
6. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed or amended except in writing signed by each of the parties.

IN WITNESS WHEREOF, the Board of County Commissioners of Delaware County, Ohio and Shaun K. Petersen have set their hands on the date set forth above.

Vote on Motion: Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-312

IN THE MATTER OF APPROVING EASEMENT PURCHASE AGREEMENTS FOR HARLEM ROAD BRIDGE PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following easement for the Harlem Road Bridge Project.

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Frederick M. Isaac and Judith K. Isaac, husband and wife, hereinafter called the "SELLERS", and the County of Delaware,

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State of Ohio, hereinafter designated the "BUYER", witnesseth:

- 1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land containing 0.063 acres located at 5679 Harlem Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

LEGAL DESCRIPTION ON FILE AT THE ENGINEER'S OFFICE

- 2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes that certain parcel of land containing 0.022 acres located at 5979 Harlem Road, Westerville, Delaware County, Ohio and more particularly described as follows:

EXHIBIT "B" AVAILABLE AT THE ENGINEER'S OFFICE

- 3. The purchase price for both the permanent and temporary construction easements including all damages is \$5,000.00, payable at closing
- 4. Possession will be at closing.
- 5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
- 6. The Buyer also agrees to the following additional items of consideration:
 - (a) Install a wooden guardrail system as part of the proposed improvement;
 - b) Advise SELLERS of the date of the preconstruction conference;
 - (c) Advise utility companies to contact SELLERS before beginning utility relocations.
- 7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Vote on Motion: Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

9:30 AM – Stephen George, Executive Director Ohio Bicentennial Commission

Mr. George gave a brief presentation on the plans for the celebration in the year 2003 when Ohio will celebrate its 200th birthday as a state.

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners