

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 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

**RESOLUTION NO. 99-332**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR  
MEETINGS HELD APRIL 19, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, April 19, 1999.

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

**PUBLIC COMMENT**

**Mr. Paul Shover and Ms. Rhonda Leasure presented Resolution No. 99-354.**

**RESOLUTION NO. 99-333**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 239954  
THROUGH 240672:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 239954 through 240672 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-334**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Juvenile Court is requesting Dawn Pittman, Lana Weber, Juanita Dickerson, Susan Rinaldi, Ester Dixon and Carole DePascale attend a conference at OWU on April 30, 1999, in the amount of \$90.00.

OECC is requesting that Lyndon Johnson attend a section meeting at Columbus on May 6, 1999, in the amount of \$15.00

Engineering is requesting that Clyde Seidle attend the American Public Works Association Conference at Youngstown on May 19 through May 21, 1999, in the amount of \$390.00.

Engineering is requesting that Jewell Layon and Bill Stillions attend a Mapping Seminar at Columbus on April 29, 1999, in the amount of \$58.60.

Commissioners are requesting that Jim Ward attend the CCAO Farmland Protection Land Use Workshop in Plain City on May 26, 1999, in the amount of \$30.00

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

**RESOLUTION NO. 99- 335**

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

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

**SUPPLEMENTAL  
APPROPRIATIONS**

| FUND NUMBER: | FUND NAME:                          | AMOUNT:      |
|--------------|-------------------------------------|--------------|
| 115-1150-020 | Dental Insurance - Srvs & Chrgs     | \$ 27.70     |
| 115-1150-047 | Dental Insurance - Transfers        | \$ 3,324.35  |
| 056-5610-020 | Workers Compensation - Srvs & Chrgs | \$ 51,000.00 |

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

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**TRANSFER OF FUNDS**

| FROM:                                      | TO:   | AMOUNT:           |
|--|---|-------------------|
| 115-1150-4701<br>Dental Insurance Transfer | 105-0300-8701<br>Health Insurance Transfer-in | \$ 10,982.08      |
| Vote on Motion:                            | Mr. Ward    Aye    Mrs. Martin    Aye         | Mr. Wuertz    Aye |

**RESOLUTION NO. 99-336**

**IN THE MATTER OF PLAN APPROVAL FOR THE MAIN ROAD BRIDGE OVER THE  
OLENTANGY RIVER IN TROY TOWNSHIP:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the plan for the Main Road Bridge over the Olentangy River in Troy Township.

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

**RESOLUTION NO. 99-337**

**IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR TARTAN FIELDS 8A  
AND 8B AND DAVENTRY PARK, SECTION 1, PHASE 3:**

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

**TARTAN FIELDS, PHASE 8 A**

**THIS AGREEMENT** executed on this 26 day of April, 1999, between **NHG DEVELOPMENT GROUP** as evidenced by the **TARTAN FIELDS PHASE 8A** 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 **TWENTY-NINE THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, 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

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDERS** 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 **SUBDIVIDERS** 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 **SUBDIVIDERS** 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.

|                                |                     |
|--------------------------------|---------------------|
| STREET                         | \$212,081.00        |
| CONSTRUCTION ESTIMATE -EROSION | 32,647.92           |
| CONSTRUCTION ESTIMATE -STORM   | 117,305.00          |
| CONSTRUCTION ESTIMATE -SIGNAGE | <u>389.78</u>       |
| <b>TOTAL</b>                   | <b>\$362,424.00</b> |

**TARTAN FIELDS, PHASE 8 B**

**THIS AGREEMENT** executed on this 26 day of April 1999, between **NHG DEVELOPMENT GROUP** as evidenced by the **TARTAN FIELDS PHASE 8B** 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

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

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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 **EIGHT THOUSAND TWO 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, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDERS** 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 **SUBDIVIDERS** 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**.

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDERS** 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  | \$ 73,311.00        |
| CONSTRUCTION ESTIMATE -EROSION | 21,352.25           |
| CONSTRUCTION ESTIMATE -STORM   | <u>7,815.00</u>     |
| <b>TOTAL</b>                   | <b>\$102,478.00</b> |

**DAVENTRY PARK SECTION 1, PHASE 3**

**THIS AGREEMENT** executed on this \_\_\_\_\_ day of \_\_\_\_\_ 1999, between **F. A. KOHLER** as evidenced by the **DAVENTRY PARK SECTION 1, PART 3** 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 **THIRTEEN THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, 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, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDERS** 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

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

**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 **SUBDIVIDERS** 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 **SUBDIVIDERS** 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  | \$127,450.00        |
| CONSTRUCTION ESTIMATE -EROSION | 4,295.00            |
| CONSTRUCTION ESTIMATE -STORM   | <u>30,750.00</u>    |
| <b>TOTAL</b>                   | <b>\$162,495.00</b> |

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

**RESOLUTION NO. 99-338**

**IN THE MATTER OF RELEASE OF LETTER OF CREDIT FOR LIBERTY LAKES SUBDIVISION:**

It was moved by Mr. Ward, seconded by Mrs. Martin to release Letter of Credit for the Liberty Lakes Subdivision:

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

**RESOLUTION NO. 99-339**

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

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

| <b>Permit #</b> | <b>Applicant</b>  | <b>Location</b>  | <b>Type of Work</b>     |
|-----------------|-------------------|------------------|-------------------------|
| 2183            | Columbus Southern | Dustin Road      | Bore ducts              |
| 2815            | Sprint Telephone  | Centerburg Road  | Replace defective cable |
| 2185            | Sprint Telephone  | Adams Road       | Place buried cable      |
| 2186            | Sprint Telephone  | Miller Paul Road | Replace defective cable |

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

|      |                      |                         |                  |
|------|----------------------|-------------------------|------------------|
| 2187 | Columbus Southern    | Graphics Way            | Install duct     |
| 2188 | Suburban Natural Gas | Village at Alum Creek 3 | Lay plastic pipe |
| 2189 | Columbus Southern    | Vernon Avenue           | Install poles    |

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

**RESOLUTION NO. 99-340**

**IN THE MATTER OF ACCEPTING AND AWARDED THE BID SUBMITTED BY THE RIGHTER COMPANY FOR THE NORTH GALENA ROAD BRIDGE REPLACEMENT:**

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

Whereas, Delaware County went out to bid and bids were taken on April 19, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by The Righter Company has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, to approve and accept the bid submitted by The Righter Company in the amount of \$644,513.98 for the North Galena Road Bridge Replacement:

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

**RESOLUTION NO. 99-341**

**IN THE MATTER OF ACCEPTING AND AWARDED THE BID AND EXECUTION OF CONTRACT SUBMITTED BY MCDANIELS CONSTRUCTION CORPORATION FOR THE WORTHINGTON/AFRICA ROAD INTERSECTION IMPROVEMENT:**

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

Whereas, Delaware County went out to bid and bids were taken on April 19, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by McDaniel's Construction Corporation has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, to approve and accept the bid submitted by McDaniel's Construction Corporation in the amount of \$430,726.22 for the Worthington/Africa Road Intersection Improvement.

*AGREEMENT made and entered into this 26st day of April, 1999, by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and MCDANIEL'S CONSTRUCTION CORPORATION, INC. hereinafter designated as SECOND PARTY.*

*WITNESSETH, that said SECOND PARTY, for and in consideration of the sum of FOUR HUNDRED THIRTY THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS AND TWENTY-TWO CENTS (\$430,726.22), 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 **Worthington and Africa Intersection Improvements**, 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.*

*WITNESS, our hands the day and year first above written.*

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

**RESOLUTION NO. 99-342**

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR MAIN ROAD BRIDGE REPLACEMENT:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, May 17, 1999, at 10:00 AM**

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

**RESOLUTION NO. 99-343**

**IN THE MATTER OF APPROVING REVISED BID RECOMMENDATION FOR ASPHALT MATERIALS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following revised bid award for asphalt materials.

| ITEM NUMBER   | BIDDER  | COMMENTS             |
|---|---|----------------------|
| <i>MC 30 AS PER ODOT SPEC 702 (FOB JOBSITE)</i>         | <i>KOCH MATERIALS CO.</i>                                       | <i>EXCLUSIVE</i>     |
| <i>MC 30 AS PER ODOT SPEC 702 (FOB PLANT)</i>           | <i>MARATHON ASHLAND PETROLIUM</i>                               | <i>EXCLUSIVE</i>     |
| <b>RS-2 AS PER ODOT SPEC 702 (FOB JOBSITE)</b>          | <b>MARATHON ASHLAND PETROLIUM</b>                               | <b>EXCLUSIVE</b>     |
| <b>RS-2 AS PER ODOT SPEC 702 (FOB PLANT)</b>            | <b>KOCH MATERIALS</b>   | <b>EXCLUSIVE</b>     |
| <b>SS-1 or SS-1H AS PER ODOT SPEC 702 (FOB JOBSITE)</b> | <b>KOCH MATERIALS</b>   | <b>EXCLUSIVE</b>     |
| <b>SS-1 or SS-1H AS PER ODOT SPEC 702 (FOB PLANT)</b>   | <b>KOCH MATERIALS</b>   | <b>EXCLUSIVE</b>     |
| <b>SS-921 (FOB PLANT)</b>                               | <b>SHELLY &amp; SANDS, INC.</b>                                 | <b>EXCLUSIVE</b>     |
| <b>COLD PATCH (FOB PLANT)</b>                           | <b>SHELLY &amp; SANDS, INC.</b>                                 | <b>EXCLUSIVE</b>     |
| <b>405 BITUMINOUS COLD MIX (FOB PLANT)</b>              | <b>SHELLY &amp; SANDS, INC.</b>                                 | <b>EXCLUSIVE</b>     |
| <b>HPM (FOB PLANT)</b>                                  | <b>KOKOSING SHELLY &amp; SANDS, INC.</b>                        | <b>NON-EXCLUSIVE</b> |
| <i>NUMBER 301 (FOB PLANT)</i>                           | <i>SHELLY MATERIALS, INC. KOKOSING SHELLY &amp; SANDS, INC.</i> | <i>NON-EXCLUSIVE</i> |
| <b>NUMBER 402 (FOB PLANT)</b>                           | <b>SHELLY MATERIALS, INC. SHELLY &amp; SANDS, INC. KOKOSING</b> | <b>NON-EXCLUSIVE</b> |
| <i>NUMBER 404 (FOB PLANT)</i>                           | <i>SHELLY &amp; SANDS, INC. SHELLY MATERIALS, INC. KOKOSING</i> | <i>NON-EXCLUSIVE</i> |
| <b>2 MEN &amp; A PAVER</b>                              | <b>SHELLY MATERIALS SHELLY &amp; SANDS</b>                      | <b>NON-EXCLUSIVE</b> |

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

**Major Gil Borchers, Delaware County Sheriff's Department – Court House Security**

Major Borchers gave a brief report on the status of the plans for securing the County Court House. There will be only one entrance, that being the basement door at the rear of the building. There will be an x-ray machine and metal detector along with two deputies. The estimated cost will be \$136,000 for the Court House. The Juvenile and Probate Court will be able to secure their building for approximately \$23,000 the amount received in the Supreme Court Grant.

**RESOLUTION NO. 99-344**

**IN THE MATTER OF APPROVING A CONTRACT WITH BUSINESS RECORDS CORPORATION, GOVERNMENT RECORDS MANAGEMENT DIVISION FOR EQUIPMENT AND SUPPLIES AS WELL AS SERVICES FOR INDEXING, COUNTER CONTROL FEE**



**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

---

**SYSTEM AND IMAGING SYSTEM FOR THE DELAWARE COUNTY RECORDERS OFFICE:**

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

**INTENT:**

It is the intent of this contract to list the requirements of BRC, Government Records Management Division, herein referred to as "the Contractor." to furnish equipment and supplies as well as services for Indexing, Counter Control Fee System and Imaging System of land records for Delaware County, Ohio for the period of January 1, 1999 through December 31, 2003.

These specifications cover clerical functions as are required to utilize Indexing services.

*I. SUPPLIES AND SERVICES PERFORMED BY THE COUNTY*

**A. SUPPLIES**

The county will supply, at its own expense, the following items:

Document numbering machine, ink pads, printer ribbons, toner cartridges, printer paper, electrical, dedicated phone line and cabling requirements and other such miscellaneous supplies not specifically provided by contractor.

**B. SERVICES AND FUNCTIONS**

The county will supply, at its own expense, the following services or personnel to perform the listed functions:

1. Document reception and preparation.
2. Furnish inputting of all instruments for fee collection, indexing and imaging purposes.
3. Packaging and delivering to Contractor of copies, tapes and other forms to include freight.

*II. SERVICE, EQUIPMENT AND SUPPLIES*

1. Withstanding anything to the contrary contained herein, Contractor is to supply ample equipment and supplies as to make the system functional to The greatest degree and it is understood that as the demand increases, the equipment, services and supplies will increase in direct proportion.
3. Contractor at the end of the month, upon notification from the County that all index entries have been completed and delivered to Contractor shall sort all entries alphabetically and provide a printed duplex printout, or C.O.M. Fiche of current years recordings.
4. At the end of one year, Contractor shall merge the previous years and create a multi-year printout until a five-year period is accumulated.
5. Printing shall be in black ink.
6. Contractor shall continue this frequency in five (5) year increments to ultimately provide a 20 year index.

*III. INDEXING TECHNICAL SPECIFICATIONS*

**A. INDEX LISTING**

1. To provide extra strength and durability all listings shall be printed on linen ledger #1 sub 32 paper, sheet size approximately 8-1/2" x 14" or C.O.M. Fiche merges.
2. Upon the satisfactory completion of all corrections, Contractor shall release the "shipment" of the index information into the total body of the index information awaiting sorting and month-to-date listings. The control total of lines and instruments shall reflect this addition so that at all times, an exact total is maintained.

**IV. Tapes/Electronic Media**

1. The system will produce tapes or other secure magnetic and electronic media to be processed at a Data Center. Multiple backups will be stored at a separate location for security purposes.

COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999

- 2. All machines shall operate on 110 volt current

**V. SHIPPING AND TRANSMITTALS**

- 1. The County will transmit to the Contractor, once per month, all indexing data.
- 2. Contractor shall deliver monthly year-to-date printouts not more than two weeks from receipt, or the last indexed entry.

**VI. PRICE**

Pricing is as follows for all services as outlined in this contract. Pricing will be reviewed yearly, in the event of an increase; the increase will not exceed the inflation rate.

**\$2.70 per Tract instrument with Imaging**  
**\$2.35 per UCC**

**Additional terminals can be added at this time for \$0.05 each**

\_\_\_\_\_ @ \$0.05 each = an additional \$ \_\_\_\_\_ per instrument

Any alteration, variation, modifications or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and be part of this Agreement.

This contract is subject to cancellation by written notice by the County thirty (30) days after the commencement of a new fiscal year when the County has failed to appropriate funds for this purpose after every reasonable effort has been made to secure funding for this agreement. The clause to be effective only provided that no substitute arrangement is funded to provide a similar service.

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

**RESOLUTION NO. 99 -345**

**IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR DAVENTRY PARK, SECTION 1, PART 3:**

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Sanitary Subdividers Agreements:

**DAVENTRY PARK, SECTION 1, PART 3**

This agreement executed on this 26 day of April, 1999, by and between F. A. KOHLER as evidenced by the DAVENTRY PARK SECTION 1, PART Subdivision Plat as filed with the Delaware County Recorder. Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT , pay to the DELAWARE COUNTY SANITARY ENGINEER \$14,750.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 5 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$22,000.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for mall claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

---

explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$1,320.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

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

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, As built drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The subdivider shall be responsible for all utility

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

---

charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

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

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

**RESOLUTION NO. 99-346**

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

It was moved by Mrs. Martin, seconded by Mr. Ward to certify the Sanitary Sewer Capacity charges as follows:

**23 West Olentangy Street, Powell, Ohio**

In the amount of \$2,400 with \$902.40 finance charge (pro-rated over a 10 year period) making total of \$3,302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

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

**RESOLUTION NO. 99-347**

**IN THE MATTER OF EXECUTING CONTRACTS WITH SERVICEMASTER, INC. FOR CLEANING SERVICES AT THE TITLE OFFICE AT 12 TROY ROAD:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to execute a contract with Servicemaster, Inc. for cleaning services at 12 Troy Road One Stop Shop"

THIS CONTRACT is made this 26 day of April 1999, by and between the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (hereinafter Board ) and SERVICEMASTER, INC., The Contractor (hereinafter "Contractor").

1. The Board, being fully advised of the need for janitorial/custodial services at the ONE STOP SHOP Building finds that services of the Contractor are necessary for such services.
2. The Contractor agrees to provide minimum services to the County of Delaware as set forth in Exhibit A, Pages 1 and 2, attached hereto. The bid specifications are hereby incorporated into this contract as if fully rewritten herein.
3. For all services performed by the Contractor, the Board agrees to pay the Contractor the sum of \$365.00 per month as payment for such services. The term of this contract shall be (six) months. Said contract will be renewed at the end of its term unless Delaware County has provided written notice of its interest, not to renew thirty (30) days in advance of the renewal date. Any such notice shall terminate the contract. The fees for services shall be renegotiated by-annually. Both parties agree that the contract shall be rebid after September 30, 1999.
4. The relationship of the Contractor to the County of Delaware and to the Board shall be that of an independent contractor, and the Contractor shall be responsible for all Federal, State, Local, and Social Security taxes, and shall provide all required insurance and workers compensation coverage for the Contractor's principles and employees. In addition, the Contractor shall assure that all independent contractors whom the Contractor hires for purposes of fulfilling the Contractor's obligations under this agreement shall have provided for themselves and their employees appropriate and adequate workers compensation coverage;or, in the alternative, the Contractor shall provide such workers compensation coverage for its independent contractors.
5. The Contractor agrees to pay all costs for all services rendered by any and all independent contractors retained by the Contractor for purposes of obligations under this agreement and to hold harmless the County of Delaware and the Board for such costs.
6. Either party may terminate for this contract for non performance by providing the other party thirty (30) days advance written notice.

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

---

7. 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.

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

**RESOLUTION NO. 99-348**

**IN THE MATTER OF EXECUTING CONTRACTS WITH JESS HOWARD ELECTRIC COMPANY; AGGRESSIVE MECHANICAL, INC. ; RO-DAN CONSTRUCTION SERVICES; THE RIGHTER COMPANY, INC.; CODY ZIEGLER, INC.; AND VFP FIRE SYSTEMS, INC, FOR THE CARNEGIE LIBRARY EXPANSION PROJECT:**

It was moved by Mrs. Martin, seconded by Mr. Ward to execute contracts with Jess Howard Electric Company; Aggressive Mechanical, Inc.; Ro-Dan Construction Services; The Righter Company, Inc.; Cody Ziegler Inc. and VFP Fire Systems, Inc. for the Carnegie Library Expansion Project:

Contracts are on file at the Commissioners Office.

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

**RESOLUTION NO. 99-349**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR FIBER OPTICS CONSTRUCTION OF WIDE AREA NETWORK:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, May 24, 1999, at 10:00 AM**

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

**RESOLUTION NO. 99-350**

**IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:**

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

Ellen Popovich is recommended for hire as a Clerk in the Code Compliance Department; effective date of hire is May 10, 1999.

Charles Walker is recommended for hire as a Building Inspector in the Code Compliance Department; effective date of hire is May 3, 1999.

Sheila Perin is recommended for hire as an Office Manager in the Emergency Services Department; effective date of hire is May 17, 1999.

Marshall Yarnell is recommended for hire as a Waste Water Treatment Operator at the OECC; effective date of hire is April 19, 1999.

Randy Oswalt is recommended for hire as a Truck Drive, Class A at the OECC; effective date of hire is April 19, 1999.

Kimberly Cook has submitted a letter of resignation ; effective date of resignation is April 12, 1999.

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

**RESOLUTION NO. 99-351**

**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 AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:**

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Orange Township to City of Westerville, and

Whereas, William A. Goldman, 39 East Whittier Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

---

Now Therefore Be It Resolved, that **Tuesday, July 6, 1999, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

**RESOLUTION NO. 99-352**

**IN THE MATTER OF AUTHORIZING EXECUTION OF CONTRACT WITH DMG-MAXIMUS FOR COST ALLOCATION PLAN:**

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize execution of contract with DMG MAXIMUS, Inc., for preparation of Delaware County Cost Allocation Plan as follows:

This agreement entered into this 26st day of April, 1999, and effective immediately by and between DMG-MAXIMUS, Inc., (hereinafter called the Consultant) and the County of Delaware, State of Ohio (hereinafter Witnesseth that:

- WHEREAS, the County has programs which it operates with Federal funding, and
- WHEREAS, the County supports these programs with support services paid from County appropriated funds, and
- WHEREAS, the United States government will pay a fair share of these costs if supported by an approved cost allocation plan, and
- WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and
- WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements, and will be approved by their representatives.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant** - The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.
2. **Scope of Services** - The Consultant shall do, perform, and carry out in a good and professional manner the following services:
  - A. Development of a central services cost allocation plan each year for a period of three years which identifies the various costs incurred by the County to support and administer Federal programs. Each plan will contain a determination of the allowable costs of providing supporting services, such as purchasing, legal counsel, disbursement processing, etc. The plans will be based upon the County's year-end financial data for 1995, 1996 and 1997 and will be the basis for recoveries to be claimed for calendar years 1997, 1998 and 1999, respectively.
  - B. Negotiation of the completed cost allocation plans with the representatives of DHHS and/or the State if required. The Consultant is responsible for the successful conduct of negotiations, where applicable, on the County's behalf.
  - C. Assistance in preparing the County's claims to the State for recovery of funds due the County.
3. **Time of Performance** - The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and carry out the purposes of the agreement. All services required hereunder for the 1995 plan for use in 1997, except for monitoring recoveries, shall be completed by June 30, 1996. All services required hereunder for the 1996 plan for use in 1998 except for monitoring recoveries, shall be completed by December 31, 1997. All services required hereunder for the 1997 plan for use in 1999, except for monitoring recoveries, shall be completed by December 31, 1998.
4. **Compensation** - The Consultant agrees that total payments for the three year period **will not exceed** \$28,500.00 (Twenty Eight Thousand Five Hundred Dollars) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

---

services provided herein for said sum. The County agrees to pay the Consultant the sum of \$9,500.00 for all services required herein to prepare the 1995 plan. Further, the County agrees to pay the Consultant the sum of \$9,500.00 per year for all services required herein to prepare the 1996 and 1997 plans. The Consultant will invoice the amount due for each year upon plan delivery.

5. **Optional Service Level** - At its option, the County may assign a qualified accountant to assist the Consultant with partial completion of the services to be performed under Section 2(A) of this Agreement. Consultant agrees to provide initial training for the County's employee and to coordinate all project-related work. In consideration for services contributed by the County's employee, Consultant agrees to a credit of no more than five thousand dollars (\$5,000.00) towards its annual contract fee. Credit shall be given at a daily rate of two hundred and fifty dollars (\$250.00) for up to twenty (20) days of project-related task completion by the County's employee. The Consultant shall apply the credit to its project invoice for each year of this agreement, based on the County Auditor's certificate of the total number of days performed by the County's employee.

Provided, however, in the event that the work provided to Consultant is not commensurate with the number of days of project-related services by the County, the parties agree to negotiate in good faith with respect to the amount of the credit to be applied.

6. **Method of Payment** - Payments will be made for the plans within one month after Consultant submits its invoices to the County. Consultant will submit its invoices upon delivery of the cost allocation plans.
7. **Availability of Funding** - In the event that the County does not appropriate or have funds available for the scope of work to be conducted in fiscal years 1997 and 1998, this contract will be considered terminated.
8. **Changes** - The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.
9. **Services and Materials to be Furnished by County** - The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the execution of this agreement, including actuarial studies, claims histories, and rate reviews for any self-insurance program in which the County may participate. The consultant shall not be required to develop or attest to the reliability of such information for self-insured programs within the scope of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of County government.
10. **Termination of Agreement for Cause** - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of termination pursuant to this paragraph, Consultant shall be paid for services rendered and expenses incurred through the effective date of termination.
11. **Information and Reports** - The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Working papers prepared in conjunction with the cost allocation plan may be turned over to the County for safekeeping.
12. **Records and Inspections** - The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.
13. **Accomplishment of Project** - The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.
14. **Provisions Concerning Certain Waivers** - Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

15. **Matters to be Disregarded** - The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
16. **Completeness of Contract** - This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
17. **County not Obligated to Third Parties** - The County shall not be obligated or liable hereunder to any party other than the Consultant.
18. **When Rights and Remedies Not Waived** - In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of such payment by the County while any such breach or default may exist shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.
19. **Personnel** - The Consultant represents that he has or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
20. **Consultant Liability if Audited** - The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.
21. **Notices** - Any notice, bills, invoices, or reporters required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

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

**RESOLUTION NO. 99-353**

**IN THE MATTER OF ADOPTION OF RESOLUTION ESTABLISHING NEW RATE  
SCHEDULE FOR PUBLIC DEFENDER CASES AND REPEALING OLD RATE SCHEDULE  
EFFECTIVE APRIL 26, 1999:**

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

Whereas, Delaware County recognizes its responsibility under the laws of the State of Ohio and the United states of America to provide legal counsel for indigent individuals charged with serious offenses in the Courts of Delaware County, and

Whereas, the County Commissioners of Delaware County have chosen to utilize an assigned counsel system under the authority of the Ohio Revised Code, Section 120.33, and

Whereas, the following represents the schedule of fees set by the County Commissioners pursuant to Ohio Revised Code Section 120.33 (c) and Section 2941.51.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Ohio Revised Code Section 120.33 and Section 2941.51 the following plan is adopted for use by the Courts within Delaware County.

- I. All counsel eligible for payment under this schedule be appointed by a judge of the Delaware Municipal Court or the Delaware County Courts of Common Pleas and said appointment shall be entered by signed journal entry filed with the Clerk of the respective court.
- II. Compensation for assigned counsel services shall be made on the basis of \$40.00 per hour of representation out of court and \$50.00 per hour of representation in court, up to the following maximum amounts for the following offense classifications and other proceedings:

|  |  |
|--|--|
| Aggravated murder (w/specs) as per ORC 2929.04 (A) and 2941.14 (B) | \$12,500/1 lawyer; \$25,000/Maximum – more than one lawyer |
| Aggravated murder (w/o Specs)                                      | \$6,000/1 lawyer; \$8,000/2 lawyers                        |
| Murder   | \$3,000  |
| Aggravated Felonies (degrees 1-3)                                  | \$2,000  |
| Felonies (degrees 1-5)   | \$1,500  |



**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999**

|  |         |
|--|---------|
| Misdemeanors (degrees 1-4)   | \$750   |
| Juvenile Proceedings   |         |
| Delinquency Offenses   | \$1,000 |
| Guardian Ad Litem  | \$300   |
| All Others   | \$950   |
| Parole, Probation and all other proceedings not elsewhere classified | \$500   |
| Contempt of Court  | \$200   |

III. Compensation for assigned counsel for the entrance of pleas will be on the basis of \$40.00 per hour or representation out of Court and \$50.00 per hour of representation in court, subject to the prescribed maximums for each offense classification as set forth in paragraph II, provided, compensation to counsel assigned shall not be less than the following amounts for the following offense classifications:

|  |       |
|--|-------|
| Non-Aggravated Murder or Murder Felonies | \$500 |
| Misdemeanors and Juvenile Proceedings    | \$200 |

IV. Compensation for reasonable expenses associated with providing representation shall be made when submitted on the attorney's fee certificate (OPD-E-202) and approved by the trial judge. Allowable expenses include, but are not limited to, such items as expert witness fees, polygraph examination costs, investigation costs, long distance telephone calls, copying, parking and mileage expenses, meal expenses and other necessary items as approved in the discretion of the Court.

V. Additional compensation shall be made for extraordinary cases when approved by the Court. The attorney's certificate when and submitted to the court for approval shall include a separate written statement with the specific amount of the fee, the time involved and an indication of the nature of the complexity of the issues involved, the existence of any multiple offenses, the length of trial, or other necessitating circumstances.

VI. Compensation for assigned counsel for appellate representation will be made on the basis of \$40.00 per hour for in or out of court representation. Appeals for aggravated murder convictions where the defendant has been sentenced to death will be compensated at the rate of \$45.00 per hour. Compensation will be made when submitted with the appropriate certificate (OPD-E-204) approved by the Appellate Court up to the following maximum amounts for these offense classifications:

|  |          |
|--|----------|
| Appellate Proceedings                      |          |
| Aggravated Murder (death sentence imposed) | \$10,000 |
| Aggravated Murder (other sentence)         | \$4,000  |
| Murder                                     | \$1,000  |
| Felonies                                   | \$1,000  |
| Misdemeanors                               | \$750    |
| Juvenile Matters                           | \$750    |
| * Applies to each level of Appeal          |          |

VII. Except in aggravated murder cases with specifications as per ORC 2929.04 (A) and 2941.14 (B), assigned counsel in post conviction proceedings and habeas corpus proceedings shall be compensated at the rate of \$40.00 per hour out of court and \$50.00 per hour in court to the following maximum amounts:

|  |         |
|--|---------|
| Post Conviction proceedings with evidentiary hearing | \$1,000 |
| Post Conviction proceedings without hearing          | \$500   |
| Habeas corpus with evidentiary hearing               | \$1,000 |
| Habeas corpus w/o evidentiary hearing                | \$500   |

In aggravated murder cases with a death sentence imposed compensation shall be made at the rate of \$45.00 per hour for in or out of court representation to a maximum of \$10,000 for each stage of the post conviction or habeas corpus proceedings.

VIII. In the event a defendant is determined to be marginally indigent pursuant to State Public Defender guidelines, then reimbursement of private counsel for all necessary expenses incurred by the private counsel in providing representation shall be reimbursed as approved by the Court. Such expenses may include but are not limited to, investigation, expert witness and polygraph examinations.

IX. Each assigned counsel, prior to receiving compensation hereunder, shall submit to the assigning court a legible, fully completed Application for Assigned Counsel Fees with an accurate itemization of hours of representation performed in court and out of court, and where elsewhere required the itemization of expenses and supporting statements. Such submissions shall be within the time limits established by the Ohio Public Defender Commission.

X. This Resolution is effective for assignments of counsel made on and after April 26, 1999 and the

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 26, 1999

former rate schedule is hereby repealed effective May 1, 1999.

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

**RESOLUTION NO. 99-354**

**IN THE MATTER OF REQUESTING THE GOVERNOR OF THE STATE OF OHIO TO ENSURE THAT COUNTY COMMISSIONERS ARE ADEQUATELY REPRESENTED ON THE STATE WORKFORCE INVESTMENT BOARD TO BE APPOINTED IN THE COMING WEEKS:**

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

Whereas, the Governor of each state shall be responsible for the appointment of a State Workforce Investment Board to assist in the development of the State plan, which includes both the designation of local areas and the formulas to be used in the allocation of funds to local areas; and

Whereas, County Commissioners will have the ultimate financial responsibility for the implementation of the Workforce Investment Act at the local level which places general fund revenues at potential risk; and

Whereas, Ohio County commissioners have many years of experience in the planning and oversight of workforce development programs, including JTPA, Economic Development and welfare reform:

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that a request be submitted tot he Governor to increase the representation of County Commissioners on the State Workforce Investment Board from one, as currently proposed, to a minimum of 20% of the full board.

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

10:00 AM Bid Opening for Alum Creek Effluent Line

Only one bid was received and opened: Kokosing Construction \$1,159,100.00  
Estimate for the project was \$890,000

Mr. Pike will review the bid and return with a recommendation.

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners