

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 2, 1999**

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

Present: James Ward , Deborah Martin, Donald Wuertz

**1:00 PM - EXECUTIVE SESSION**

**RESOLUTION NO. 99-636**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS O. R. C. 121.22 (G)(1) TO CONSIDER THE APPOINTMENT, EMPLOYMENT DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION, OR COMPENSATION OF A PUBLIC EMPLOYEE OR OFFICIAL... AT 1:00 PM:**

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session.

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

**RESOLUTION NO. 99-637**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 2:35 PM:**

It was moved by Mr. Ward seconded by Mrs. Martin to adjourn out of Executive Session:

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

**RESOLUTION NO. 99-638**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD JULY 26, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward approve resolutions and minutes from regular meeting held, July 26, 1999.

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

**PUBLIC COMMENT**

**Public Comment:** Ms. Debbie Cooper inquired about the process for setting a Public Hearing to discuss the Bellpoint Bridge. The Commissioners explained that next Monday night they will by resolution set a time and place for a public hearing. Other discussion covered the possibility of grant money for assistance in addressing this matter. Further information will be discussed at the Public Hearing.

**RESOLUTION NO. 99-639**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 248255 THROUGH 248772:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 248254 through 248772 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-640**

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

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

Commissioners are requesting that Jim Ward and Dave Cannon attend Ohio Construction Contracting for Public Entities Seminar at Columbus, on September 28, 1999, in the amount of \$438.00.

Human Services is requesting that Susan Hollenbach attend the National Child Support Conference at Chicago on August 8 through 12, 1999, in the amount of \$1,425.00.

EMS is requesting an increase in the previously approved expenses for Larry Fisher and two other individuals to attend the APCO International Conference & Exposition at Minneapolis on August 8 through 12, 1999, in the amount of \$289.00.

EMS is requesting that Dave Hall attend the 1999 LEPC Conference at Columbus on August 12, 1999, at no

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charge.

Commissioners are requesting an increase in the previously approved expenses incurred for Debbie Martin to attend the NACO Conference in St Louis on July 17 through 20, 1999, in the amount of \$115.00.

Prosecutor is requesting that Lopa B. Parikh attend a Criminal Prosecution Seminar at Chicago on August 1 through 6, 1999 in the amount of \$1,454.50.

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

**RESOLUTION NO. 99-641**

**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 Transfers:

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
075-0920-020 Data Center – Services & Charges	075-0920-040 Data Center - Equipment	\$ 53,000.00

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

**RESOLUTION NO. 99-642**

**IN THE MATTER OF APPROVING PLAT FOR SCIOTO RESERVE, SECTION 3, PHASES 1 & 2 AND SCHYBAL SUBDIVISION:**

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

**Scioto Reserve, Section 3, Phase 1 & 2**

Street, Storm and Water Improvements – Situated in the Township of Concord, Being Part of United States Military Lands, Farm Lots 15, 16 & 32 Township 3, ¼ Township 2, Range 19

**Schybal Subdivison**

Situated in the State of Ohio, County of Delaware, township of Harlem, and being in Range 16, Township 3, Section 3 of the United States Military Lands, being 1.668 acres of that land conveyed to Danny Adkins and Terri Lynn Adkins of record in Deed volume 528, page 373, and being 25.001 acres of that land conveyed to Joseph and Beverly Schybal of record in Deed Volume 517, page 686 in the Delaware County Recorder’s Office. Lot fee in the amount of \$12.00.

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

**RESOLUTION NO. 99-643**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS WITH SCIOTO RESERVE, SECTION 2, PHASE 1, SECTION 3, PHASE 1 AND SECTION 4, PHASE 1:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following subdivider’s agreements.

**Scioto Reserve, Section 2**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of August, 1999, between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE SECTION 2, PHASE 1** 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** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of 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 said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or villages** and

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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 commission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one year from the date on which this **AGREEMENT** is executed 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 **FIFTY-THOUSAND FIVE HUNDRED DOLLARS (\$50,500.00)** 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 testing 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 the 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 or 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

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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 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	\$361,956.20
CONSTRUCTION ESTIMATE - STORM	200,785.20
CONSTRUCTION ESTIMATE – SIGNAGE	855.00
CONSTRUCTION ESTIMATE - EROSION	<u>67,383.50</u>
<b>TOTAL</b>	<b>\$630,980.00</b>

**Scioto Reserve, Section 3, Phase 1**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of August 1999, between **CHARLES A. VINCE**, as evidenced by the **SCIOTO RESERVE SECTION 3, 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 **FIFTY-ONE THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of

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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 **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	\$354,383.50
CONSTRUCTION ESTIMATE – EROSION	71,180.25
CONSTRUCTION ESTIMATE – STORM	212,447.00
CONSTRUCTION ESTIMATE – SIGNAGE	<u>920.00</u>
<b>TOTAL</b>	<b>\$638,930.75</b>

**Scioto Reserve, Section 4, Phase 1**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of August, 1999 between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE SECTION 4, PHASE 1** 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:

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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 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 said 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 on which this **AGREEMENT** is executed 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 **FORTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$44,300.00)** 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 testing 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 the 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 or 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

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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. 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 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	\$354,663.20
CONSTRUCTION ESTIMATE - STORM	112,865.00
CONSTRUCTION ESTIMATE – SIGNAGE	1,140.00
CONSTRUCTION ESTIMATE - EROSION	<u>84,867.00</u>
<b>TOTAL</b>	<b>\$553,600.00</b>

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

**RESOLUTION NO. 99-644**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO ACE TRUCK BODY, INC. FOR DUMP TRUCK BODIES, HYDRAULIC SYSTEMS, SNOW PLOWS AND SPINNERS FOR DELAWARE COUNTY:**

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

Whereas, Delaware County went out to bid for a Dump Bodies, Hydraulic Systems, Snow Plows and Spinners and received bids on July 26, 1999, and;

Whereas, after carefully reviewing the bids received, the bid submitted by Ace Truck Body, Inc. of Grove City has been determined to be the lowest and best bid for Dump Bodies, Hydraulic Systems, Snow Plows and Spinners, and;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Ace Truck Body, Inc. of Grove City for Dump Bodies, Hydraulic Systems, Snow Plows and Spinners for Delaware County.

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

**RESOLUTION NO. 99-645**

**IN THE MATTER OF APPROVING THE CONTRACT WITH THE RIGHTER COMPANY FOR THE OLIVE GREEN ROAD BRIDGE REPLACEMENT:**

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

**Agreement**, made and entered into this 2nd day of August , 1999, by and between the **Delaware County Commissioners**, Delaware, Ohio and hereinafter designated as the **County**, and **THE RIGHTER COMPANY**, hereinafter designated as the **SECOND PARTY**.

**Witnesseth**, that said **Second Party**, for and in consideration of the sum of **THREE HUNDRED SEVENTY FOUR THOUSAND AND ONE HUNDRED FIFTY-NINE DOLLARS AND NINETY CENTS**

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(\$374,159.90) 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 **Olive Green road Truss Bridge Replacement**, Delaware County, Ohio, in accordance with **Plans, Drawings, Bridge Replacement**, Delaware County, Ohio, in accordance with **Plans, Drawings, General Specifications, Invitation to Bid** for same hereto attached; which **Plans, Drawings, General Specification, 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. 99-646**

**IN THE MATTER OF APPROVING CONTRACT AMENDMENT WITH C. F. BIRD & R. J. BULL FOR LIBERTY ROAD/SALISBURY DRIVE INTERSECTION IMPROVEMENT:**

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

*Agreement*, made and entered into this 2nd day of August, 1999 by and between the *Delaware County Commissioners*, Delaware, Ohio and hereinafter designated as the *County*, and *CF Bird and RJ Bull, Inc* hereinafter designated as the *Consultant*.

*Witnesseth*, that said *Consultant*, in addition to the lump sum amount of *Nine Thousand Nine Hundred Dollars as per the original Contract approved May 17, 1999*, based on a scope of services dated April 5, 1999 and a proposal dated April 5, 1999 incorporated herein by reference, is granted an additional *Four Thousand Nine Hundred Dollars based on a proposal dated July 12, 1999*, hereby agrees to furnish unto the *County*, professional design services to prepare construction plans for the project known as the Liberty Road/Salisbury Drive Intersection. Compensation to be paid monthly as a percentage of completed work.

*Said Consultant* further agrees to perform the said work promptly, in a skillful and competent manners in accordance with the normally accepted standards, under the direction of the *Delaware County Engineer*. Work is to be completed on or before August 15, 1999.

*The Consultant* hereby agrees to hold the *County* harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the *Consultant*, its employees, agent's, subcontractors and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance.

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

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

**RESOLUTION NO. 99-647**

**IN THE MATTER OF AWARDING CONTRACT FOR INSURANCE BENEFITS CONSULTING SERVICES TO PREFERRED BENEFITS SERVICE, INC.:**

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

Whereas, under Ohio Revised Code Section 307.86(F), competitive bidding is not required when a purchase consists of any form of health care plan authorized to be issued under Chapter 1751 of the Revised Code and the contracting authority does all of the following:

- (1) Determines that compliance with the requirements of this section would increase, rather than decrease, cost of such purchase;
- (2) Employs a competent consultant to assist the contracting authority in procuring appropriate coverages at the best and lowest prices;
- (3) Requests issuers of such policies, contracts, or plans to submit proposals to the contracting authority, in a form prescribed by the contracting authority, setting forth the coverage and cost of such policies, contracts, and plans as the contracting authority desires to purchase;



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- (4) Negotiates with such issuers for the purpose of purchasing such policies, contracts, or plans at the best and lowest price reasonably possible; and

Whereas, Delaware County has sent out requests for proposals for such consulting services; and

Whereas, Preferred Benefits Services, Inc. has submitted the lowest and best proposal for these consulting services;

Therefore, be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, award and execute the contract for insurance benefits consulting services to Preferred Benefits Services, Inc. in the estimated amount of \$20,000 to complete the projects indicated.

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

**RESOLUTION NO. 99-648**

**IN THE MATTER OF APPOINTING DALE OGG AND TIMOTHY HARSH AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE BOARD OF ZONING APPEALS**

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

WHEREAS, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

WHEREAS, the Board of Commissioners of Delaware County shall appoint individuals to the Board of Zoning Appeals for specific terms. The dates of the terms below indicated fulfillment of existing terms.

Dale Ogg, replacement for Dale Sipes, term begins on August 1, 1999, to conclude on 12/31/02.

Timothy Harsh, replacement of Harold Boehm, term begins on August 1, 1999, to conclude on 12/31/99.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Dale Ogg and Timothy Harsh to the Board of Zoning Appeals.

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

**RESOLUTION NO. 99-649**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Lita N. Chidester has submitted her letter of resignation: effective date of resignation is August 6, 1999.

Tamera Leffingwell has accepted our offer of employment as Clerk in the Code Compliance Department; effective date of hire is August 16, 1999.

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

**RESOLUTION NO. 99-650**

**IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR 7040 AFRICA ROAD:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plans for 7040 Africa Road

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

**RESOLUTION NO. 99-651**

**IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENTS WITH SHELBARK RIDGE, PHASE 4 AND THE VILLAGE AT HARVEST WIND:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following subdivider's agreements.

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**Shellbark Ridge, Phase 4**

his agreement executed on this 2nd day of August, 1999, by and between THE DANTER COMPANY SUBDIVIDER, as evidenced by the SHELLBARK RIDGE, PHASE 4 SUBDIVISION PLAT FILED WITH THE DELAWARE COUNTY RECORDER, DELAWARE COUNTY, OHIO AND THE BOARD OF COUNTY COMMISSIONERS OF Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$124,690.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a surcharge of \$420.00 for each single family residential connection, for 37 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 (\$211,870.93) 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 all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$11,700.00 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 \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, 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 Autocade DWG files or DXF files.

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

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

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

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

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

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

**The Village at Harvest Wind**

This agreement executed on this 2nd day of August, 1999, by and between BOB WEBB BUILDERS, INC. SUBDIVIDER, as evidenced by the VILLAGE AT HARVEST WIND and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$100,542.580) 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 all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

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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 \$9,310.00 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 \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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 Autocade DWG files or DXF files.

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

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

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

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

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

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

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

**RESOLUTION NO. 99-652**

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**IN THE MATTER OF APPOINTMENT OF REPRESENTATIVES AND ALTERNATES TO THE LOCAL EMERGENCY PLANNING COMMITTEE (LEPC):**

It was moved by Mrs. Martin seconded by Mr. Ward to make the following re-appointments of representatives and alternates to the Emergency Planning Committee for the period of August 14, 1999 through August 13, 2001.

Elected and Local Officials

**REPRESENTATIVES**

Donald Wuertz	County Commissioners	Dick Snouffer	Red Cross
Paul Price	Township	Ron Shaffhauser	Factory Representative
Larry Fisher	EMA Director	Rick Varner	Environmental
Daniel Wine	Hospital	William Buckley	Transportation
Tom Macklin	Delaware City Fire	Pearline Howald	First Aid
Edward Crumb	Community	Gary L. Vest	Community
Francis Veverka	Health	John Bernans	Fire
Charles Sheets	Township	Lt. Clarke Kiner	Law Enforcement

**ALTERNATES**

Paul Rosile	Health	Steve Robinson	Factory Representative
Philip Trew	Factory Representative	J. R. Maynard	Transportation
Kimberly Thompson	Health	Carol McConnel	Media Coordinator
Major Gil Borchers	Law Enforcement	Mary Frentsos Kleman	LEPC Secretary
David Hall	EMA	Mike Jackson	Factory Representative
Mike Crawford	EMA	Edna DeLong	Factory Representative
Verna Walke	Red Cross	Murray Smith	First Aid
Dwayne Mason	Factory Representative		

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

**RESOLUTION NO. 99-653**

**IN THE MATTER OF ADOPTING A RESOLUTION TO PLACE A THREE-TENTHS (0.3) OF ONE MILL TAX LEVY ON THE NOVEMBER 2, 1999, GENERAL ELECTION BALLOT FOR THE BENEFIT OF THE DELAWARE CITY-COUNTY HEALTH DEPARTMENT PURSUANT TO OHIO REVISED CODE SECTION 3709.29:**

The Board of Commissioners of Delaware County, Ohio met in regular session on the 2<sup>nd</sup> day of August, 1999, at the Office of the Commissioners wit the following members present: Deborah Martin, James Ward, and Donald Wuertz

Mr. Ward moved the adoption of the following resolution and Mrs. Martin seconded the motion:

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Delaware County, Ohio; and

WHEREAS, the residents of Delaware County did in 1999, approve a seven tenths of one mill tax levy to provide, sufficient funds for the Board of Health to carry out health programs of the health department, and

WHEREAS, an additional three-tenths (0.3) of one mill, will enable the Board of Health to carry out health programs of the Health Department

NOW THEREFORE BE IT RESOLVED by two-thirds vote of all the members elected thereto concurring that it is necessary to levy a tax in excess of the ten-mill limitation for the benefit of Delaware County for the purpose of providing sufficient funds for the Board of Health to carry out health programs of the Health Department at a rate not exceeding three-tenths (0.3) Mills for each one dollar (\$1.00) valuation, which amounts to three (\$0.03) cents for each one hundred dollars (\$100.00) of valuation for ten (10) years commencing with the 1999 tax year.

BE IT FURTHER RESOLVED, that said levy be placed upon the tax list of the current year if the majority of electors voting thereon vote in favor in the General Election to be held on November 2, 1999.

BE IT FURTHER RESOLVED, that the Clerk of this Board of County Commissioners be and hereby is directed to certify a copy of this Resolution to the Board of Elections, Delaware County, Ohio not less than seventy-five (75) days before the election upon which it will be voted and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

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

**RESOLUTION NO. 99-654**

**IN THE MATTER OF RESCINDING RESOLUTION NO. 99-09**

It was moved by Mrs. Martin , seconded by Mr. Ward to rescind Resolution No. 99-09

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

**RESOLUTION NO. 99-655**

**IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR 1999:**

It was moved by Mr. Ward , seconded by Mrs. Martin that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at 9:00 AM on Monday of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday is a legal holiday, in which case, said Board of Commissioners shall meet at 9:00 AM on the next regular working day thereafter. The Board of County Commissioners, shall meet in regular session at 8:00 AM on the second Monday with the Delaware County Prosecutor and shall hold a Public Officials meeting the 2<sup>nd</sup> Wednesday at 11:30 AM. The Board of County Commissioners shall meet in regular session on the 1st Monday in the month at 7:00 PM with no day session being held. Whenever there is a 5th Monday in the month, the Board of Commissioners will conduct a meeting to be held at night at 7:00 PM with no day meeting to be held. All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by 5:00 PM on the Wednesday preceding the Monday session. A time will be scheduled during regular session whereas the Board will allow presentation and discussion of any matter not previously scheduled.

It is further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly advertised at least 24 hours in advance by faxing the agenda to area media, posting agenda on the Delaware County web page and available in the County Commissioners Office.

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

**RESOLUTION NO. 99-656**

**IN THE MATTER OF ANNEXATION HEARING – BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA (87.677 Acres):**

Mr. Wuertz opened the hearing at 7:30 PM

Nine individuals spoke against the annexation . Further information is available in the minutes of the meeting.

The hearing was continued to September 7, 1999 at 8:00 PM

**RESOLUTION NO. 99-657**

**IN THE MATTER OF POSSIBLE REORGANIZATION OF DELAWARE AREA TRANSPORTATION ASSOCIATION:**

Mr. Wuertz opened discussion

Mr. Dennis Schooley gave a presentation. Others speaking in support of DATA and the formation of a Transit Board were Jim Kern and Bob Horrocks. Discussion was continued to the next meeting

**RESOLUTION NO. 99-658**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS O. R. C. 121.22 (G)(1) TO CONSIDER THE APPOINTMENT, EMPLOYMENT DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION, OR COMPENSATION OF A PUBLIC EMPLOYEE OR OFFICIAL... AT 1:00 PM:**

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session.

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

**RESOLUTION NO. 99-659**

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**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 3:06 PM:**

It was moved by Mr. Ward seconded by Mrs. Martin to adjourn out of Executive Session:

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

There being no further business, the meeting adjourned.

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Deborah Martin

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James D. Ward

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Donald Wuertz

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Letha George, Clerk to the Commissioners