

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 9, 1999**

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

Present: James Ward , Donald Wuertz Absent : Deborah Martin

RESOLUTION NO. 99-660

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETING HELD AUGUST 2, 1999:**

It was moved by Mr. Ward seconded by Mr. Wuertz to dispense with the reading of the minutes and resolutions of the regular meeting held August 2, 1999, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

Mr. Bill Lowe of the Delaware County Fair took this opportunity to express to the Commissioners his appreciation for the spirit of cooperation shown by the Delaware County Sheriff and the Delaware County EMS/911 Departments. The Delaware County Fair staff appreciates all the planning and hard work that goes into providing these emergency services to the citizens of this area while attending the fair or at other activities at the fair grounds.

RESOLUTION NO. 99-661

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 248773
THROUGH 249199:**

It was moved by Mr. Ward seconded by Mr. Wuertz to approve for payment warrants 248773 through 249199 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-662

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Auditor is requesting that Jane Tinker attend the Ohio GFOA Fall Conference at Cleveland on September 15, & 16, 1999, in the amount of \$459.91.

Administrative Services is requesting that Lori Williams attend the Ohio Local Government Records Workshop at the Ohio Historical Society in Columbus on September 29, 1999, in the amount of \$29.50.

Administrative Services is requesting that Christine Shaw attend the ARMA International Conference at Cincinnati on October 17 through 20, 1999, in the amount of \$1,350.00.

Administrative Services is requesting that Myra Williamson and Rachel Stull attend the OBES sponsored workshop "The War for Labor" at JVS South on August 31, 1999 in the amount of \$13.00.

Engineer is requesting that Chris Bauserman attend the Ohio Bridge Conference at Columbus on August 17 & 18, 1999, in the amount of \$164.00.

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

RESOLUTION NO. 99-663

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

It was moved by seconded by to approve the following Transfers:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-3350-011	Conveyance Fees - Fringe Benefits	\$ 55,000.00

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TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0620-020 Victims Assistance - Services & Charges	001-0620-040 Victims Assistance – Equipment	\$ 3,000.00

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

Dave Hall, Director Of Emergency Management – Introduction of New Employee

Mr. Hall introduced Mr. Mike Crawford the new EMA Assistant

RESOLUTION NO. 99-664

IN THE MATTER OF FORWARDING THE LIQUOR LICENSE TRANSFER REQUEST OF MCG RESTAURANT OPERATIONS INC. DBA DONATOS PIZZA AT 1263 CAMERON AVENUE LEWIS CENTER , TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following resolution.

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that a transfer of liquor license has been requested for for Donatos Pizza, Inc. to MCG Restaurant Operations, Inc located at 1263 Cameron Avenue, Lewis Center, 43035; and

Whereas, the Orange Township Trustees have stated they have no objection, and the Delaware County Commissioners have received no objections from the residents of the area.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners

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

RESOLUTION NO. 99-665

IN THE MATTER OF APPROVING PLAT AND DITCH MAINTENANCE PETITION FOR BIG BEAR FARMS, SECTION 8:

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

Big Bear Farms, Section 8

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lots 10 & 11, Quarter Township 3, Township 3, Range 19, United States Military Lands, containing 31.724 acres of land, more or less, (30.510) acres of said 31.724 acres are in Farm Lot 10 and 1.214 acres of said 31.724 acres are in Farm Lot 11) said 31.724 acres being part of parcel Six as the same is designated and described in the deed to NORTHWEST FARM PROPERTY, LLC of record in Deed Book 633, Page 513, Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$201.00.

DITCH MAINTENANCE PETITION

We the undersigned owners of 31.724 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as BIG BEAR FARMS SECTION 8 , as evidenced by the subdivision plant (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the BIG BEAR FARMS, SECTION 8 Subdivision.

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The cost of the drainage improvements is \$187,900.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Sixty-Seven (67) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,804.48 per lot. An annual maintenance fee equal to 2% of this basis \$56.09 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$3,758.00 has been paid to Delaware County.

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

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

RESOLUTION NO. 99-666

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS WITH EAGLE TRACE, PHASE 1; CHESHIRE COVE, SECTION 1; AND VILLAGES OF OAK CREEK, PHASE 10, PART A :

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

Eagle Trace, Phase 1

THIS AGREEMENT executed on this 9th day of August , 1999, between **ROMANELLI & HUGHES** as evidenced by the **EAGLE TRACE SUBDIVISION 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 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 **EIGHTY-THREE THOUSAND EIGHT 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 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.

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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 COMMISSIONER**.

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 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
AND STORM

Cheshire Cove, Section 1

THIS AGREEMENT executed on this 9th day of August 1999, between **MARONDA HOMES, INC. OF OHIO** as evidenced by the **CHESHIRE COVE SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in **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.

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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

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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 **SEVENTY-FOUR 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 **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

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improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION ESTIMATE – STREET	\$143,854.50
CONSTRUCTION ESTIMATE – EARTHWORK	475,012.00
CONSTRUCTION ESTIMATE – STORM	<u>305,294.00</u>
TOTAL	\$927,800.00.

Villages of Oak Creek, Phase 10, Part A

THIS AGREEMENT executed on this 9th day of August, 1999, between **HOMEWOOD CORPORATION** as evidenced by the **VILLAGES OF OAK CREEK PHASE 10, PART A** 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 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 **EIGHTEEN THOUSAND DOLLARS (\$18,000)** 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

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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 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	\$154,067.80
CONSTRUCTION ESTIMATE - STORM	24,628.00
CONSTRUCTION ESTIMATE - EROSION	<u>45,528.00</u>
TOTAL	\$224,067.80

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

RESOLUTION NO. 99-667

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2228	Columbus Southern Power	Old 3C Highway	Replace pole
2230	Suburban Natural Gas	Walker Wood 10,1	Lay gas main
2231	Suburban Natural Gas	Walker Wood 11	Lay gas main
2232	Suburban Natural Gas	Walker Wood 8	Lay gas main
2233	Ameritech	Worthington Road	Relocate cable

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

RESOLUTION NO. 99-668

IN THE MATTER OF APPROVING THE CONTRACT WITH PERFORMANCE SITE MANAGEMENT FOR THE COUNTY'S PORTION OF THE PORTER CENTRAL ROAD RECONSTRUCTION :

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

AGREEMENT made and entered into this 9th day of August, 1999, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **PERFORMANCE SITE MANAGEMENT** hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **TWO HUNDRED SIX THOUSAND FOUR HUNDRED NINETY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$206,494.36)**, 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 **PORTER CENTRAL ROAD RECONSTRUCTION**, 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. Wuertz Aye Mr. Ward Aye Mrs. Martin Absent

RESOLUTION NO. 99-669

IN THE MATTER OF APPROVING CONTRACT WITH MS CONSULTANTS FOR PREPARATION OF THE DELAWARE COUNTY THOROUGHFARE PLAN:

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

Agreement, made and entered into this 9th day of August, 1999 by and between the *Delaware County Commissioners*, Delaware, Ohio and hereinafter designated as the *County*, and ms consultants, hereinafter designated as the *Consultant*.

Witnesseth, that said *Consultant*, in consideration of the cost plus amount of *Two Hundred Fifty-Two Thousand Eight Hundred Forty Dollars and No Cents (\$252,850.00)*, and individual cost plus not to exceed amounts for "if authorized" meetings beyond the number identified in the Scope of Services (Exhibit A) of Two Thousand Eight Hundred Eighty Dollars and No Cents (\$2,880.00) (Exhibit C), based on a scope of services dated May 4, 1999 and revised proposal dated August 2, 1999, hereby agrees to furnish unto the *County*, professional design services to prepare transportation planning services for the project known as the **Delaware County Thoroughfare Plan**. The above amount is further explained as follows:

- Cost Plus Not to Exceed Delaware County Thoroughfare Plan: **Two Hundred Fifty-Two Thousand Eight Hundred Forty Dollars and No Cents (\$252,840.00)**
- "If Authorized" Cost Plus Not to Exceed Additional Meetings: **Two Thousand Eight Hundred Eighty Dollars and No Cents (\$2,880.00)**

Compensation is to be paid monthly..

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 the Services within thirteen (13) months, following receipt of authorization to proceed provided by the **County**..

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 an paid under the foregoing policies of insurance.

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

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

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RESOLUTION NO. 99-670**IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR SHERBROOK, PHASE 6:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plans for Sherbrook, Phase 6.

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

RESOLUTION NO. 99-671**IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENT WITH GENOA SQUARE:**

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

Genoa Square

This agreement executed on this 9th day of August, 1999, by and between Richard J. Solove and John J. Chester, as evidenced by the Genoa Square Subdivision 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 (\$18,300.00) 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 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 \$18,300.00 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,

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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. Wuertz Aye Mr. Ward Aye Mrs. Martin Absent

RESOLUTION NO. 99-672

IN THE MATTER OF AUTHORIZING THE SIGNING OF CONTRACTS WITH KOKOSING CONSTRUCTION COMPANY AND JESS HOWARD ELECTRIC FOR THE CONSTRUCTION OF THE ALUM CREEK PUMP STATION AND CENTRAL MAINTENANCE FACILITY:

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the signing of the contracts with Kokosing Construction Company and Jess Howard Electric for the construction of the Alum Creek Pump Station and Central Maintenance Facility.

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

RESOLUTION NO. 99-673

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Jason W. Downard has submitted his letter of resignation: effective date of resignation is August 13, 1999.

Stephen M. Dick has accepted our offer of part-time employment as Med Tech I; effective date of hire is August 10, 1999.

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George W. Forby has accepted our offer of part-time employment as Med Tech I; effective date of hire is August 10, 1999.

Russell E. Sparks has accepted our offer of part-time employment as Med Tech I; effective date of hire is August 10, 1999.

Robert M. Maher has accepted our offer of part-time employment as Med Tech I; effective date of hire is August 10, 1999.

William Michael Cronin has accepted our offer of part-time employment as a Med Tech II; effective date of hire is August 10, 1999.

Connie S. Davis has accepted our offer of part-time employment as Med Tech II; effective date of hire is August 10, 1999.

Matthew H. Mason has accepted our offer of part-time employment as Med Tech II; effective date of hire is August 10, 1999.

Brian R. Newcomb has accepted our offer of part-time employment as Med Tech II; effective date of hire is August 10, 1999.

John A. Price has accepted our offer of part-time employment as Med Tech II; effective date of hire is August 10, 1999.

William A. Davis has accepted our offer of part-time employment as Med Tech II; effective date of hire is August 10, 1999.

Rebecca L. Workman has accepted our offer of part-time employment as Med Tech II; effective date of hire is August 10, 1999.

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

RESOLUTION NO. 99-674

IN THE MATTER OF REFLECTING ALL BIDS RECEIVED FOR BULK GASOLINE AND DIESEL FUEL FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for bulk gasoline and diesel fuel on July 26, 1999,
 and;

WHEREAS, Delaware County Received only one responsive bid, and

WHEREAS, Delaware County reserves the right to reject any and all bids;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, reject all bids received for bulk gasoline and diesel fuel for Delaware County.

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

RESOLUTION NO. 99-675

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR BULK GASOLINE & DIESEL FUELS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to set the date and time for bid opening on **Monday, August 23, 1999, at 10:00 AM.**

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

RESOLUTION NO. 99-676

IN THE MATTER OF ACCEPTING THE RECOMMENDATION OF THE UNION COUNTY COMMISSIONERS FOR MAINTENANCE ASSESSMENT OF 5% FOR THE OTTAWA JOINT DITCH NO. 1356:

It was moved by Mr. Ward, seconded by Mr. Wuertz to accept the recommendation of the Union County Commissioners and the Union County Engineer for the continuance of the Ottawa Joint Ditch No. 1356 maintenance assessment at 5% .

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

RESOLUTION NO. 99-677

IN THE MATTER OF APPROVING CONTRACT AMENDMENT WITH SCHOOLEY CALDWELL ASSOCIATES FOR CONSTRUCTION MANAGEMENT SERVICES:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following contract.

Whereas, the Board of County Commissioners approved the original agreement with Schooley-Caldwell & Associates for architectural services associated with the twenty-twenty plan, and,

Whereas, the Board of County Commissioners find that the original agreement must be amended to allow for construction management services associated with the addition to the Carnegie Library,

Now therefore be it resolved that said Consultant will be reimbursed in an amount not to exceed Forty-Two Thousand Seven Hundred eighty dollars, based on a scope of services as defined herein.

- Two day average on site for observation
- Weekly progress briefing with County Commissioners and/or County Administrator
- Participation in contractor coordination meetings
- Coordination between contractors before installation of critical systems
- Frequent field reports and updates
- Complete scheduling monitoring
- Communication/Coordination with building occupants *publish & distribute weekly look-ahead construction activity to occupants and interested neighbors*
- Prevailing Wage Coordination
- Bi-weekly job meeting minutes

Further be it resolved that 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, agents, 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.

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

RESOLUTION: NO. 99-678

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING TO DISCUSS BELLPOINT BRIDGE:

Public Hearing to be held August 31, 1999, at 7:30 PM in the Bellpoint Church.

9:45 AM Bid Opening for Digital Document Archive Writer

RESOLUTION NO. 99-679

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

10:00 AM Informational Session – Transportation Board – DATA

Dennis Schooley, Director of DATA, gave an overview of DATA, how it is funded, how it is organized and, what it does.

Ten people spoke in support of DATA. More information is available in the meeting minutes.

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

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Letha George, Clerk to the Commissioners