

**COMMISSIONERS- JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 23, 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

**RESOLUTION NO. 99-696**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR  
MEETING HELD AUGUST 16, 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 16, 1999, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

**RESOLUTION NO. 99-697**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 249490  
THROUGH 250207:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants 249490 through on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-698**

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

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

Auditor is requesting that Merrill Sheets attend the Weights & Measures Convention at Erie County on October 12 through October 15, 1999, in the amount of \$350.00.

EMA is requesting that Mike Crawford attend the Effective Communications Course in Columbus on August 24 through August 26, 1999, the cost of the training is zero.

EMA is requesting that Mike Crawford attend the Inland Spills Conference at Independence, Ohio on September 22 through to September 24, 1999, in the amount of \$430.00.

Engineer is requesting that Clyde Seidle attend the Warranty Specifications Class in Columbus on September 21, 1999, in the amount of \$72.00.

EMS is requesting that Pearlina Howald attend the workshop How to Really Get Things Done in a Unionized Workplace at Worthington on August 25, 1999, in the amount of \$149.00.

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

**RESOLUTION NO. 99-699**

**IN THE MATTER OF APPROVING THE TREASURER'S REPORT:**

It was moved by Mrs. Martin , seconded by Mr. Ward to approve the Treasurer's Report.

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

**RESOLUTION NO. 99-700**

**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 :

**SUPPLEMENTAL  
APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
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001-0310-040 Auditor-Capital Outlay and Equipment \$ 10,000.00

**TRANSFER OF  
APPROPRIATION**

FROM:	TO:	AMOUNT:
002-1910-015 Dog & Kennel-Materials & Supplies	002-1910-011 Dog & Kennel-Fringe Benefits	\$ 5,000.00
002-1910-020 Dog & Kennel-Services & Charges	002-1910-011 Dog & Kennel-Fringe Benefits	\$ 3,000.00
003-4510-010 Public Assistance-Salaries	003-4580-020 Public Assistance-Services & Charges	\$ 40,000.00
003-4510-011 Public Assistance-Benefits	003-4580-020 Public Assistance-Services & Charges	\$ 5,025.00
003-4510-012 Public Assistance-PERS	003-4580-020 Public Assistance-Services & Charges	\$ 5,420.00
003-4520-010 Public Assistance-Salaries	003-4580-020 Public Assistance-Services & Charges	\$ 40,000.00
003-4520-011 Public Assistance-Benefits	003-4580-020 Public Assistance-Services & Charges	\$ 6,700.00
003-4520-012 Public Assistance-PERS	003-4580-020 Public Assistance-Services & Charges	\$ 5,420.00
003-4560-010 Public Assistance-Salaries	003-4580-020 Public Assistance-Services & Charges	\$ 30,992.00
003-4560-011 Public Assistance-Benefits	003-4580-020 Public Assistance-Services & Charges	\$ 5,025.00
003-4560-012 Public Assistance-PERS	003-4580-020 Public Assistance-Services & Charges	\$ 4,199.00
003-4540-020 Public Assistance-Service & Charges	003-4580-020 Public Assistance-Services & Charges	\$ 60,000.00
111-4530-020 Children's Services-Service & Charges	111-4530-015 Children's Services-Materials & Supplies	\$ 1,000.00

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

**RESOLUTION 99-701**

**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 5.121, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO VILLAGE OF POWELL AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:**

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Liberty Township to Village of Powell.

Whereas, David J. Gordon, 40 North Sandusky Street Suite 300, Delaware, Ohio 43015 has been designated as agent for the petitioners.

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Now Therefore Be It Resolved, that Monday, **October 4, 1999, at 7:30 PM**, in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.02 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

**RESOLUTION 99-702**

**IN THE MATTER OF APPROVING SUBDIVISION PLAN FOR LIBERTY LAKES , SECTION 3;  
PLAT AND DITCH MAINTENANCE PETITION FOR BERKSHIRE DEVELOPMENT AND DITCH  
MAINTENANCE PETITION FOR HIGHLAND LAKES, NORTH, SECTION 6, PART 1:**

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

**Liberty Lakes, Section 3**

Street, Storm and Waterline Improvements

**Berkshire Development**

Situated in the State of Ohio, County of Delaware, Township of Berkshire, being a part of farm Lot 4, Section 2, Township 4, Range 17, United States Military Lands. Being a 5.642 Acre Subdivision, there being 4.123 Acre out of an original 7.270 Acre Tract conveyed to Berkshire Development Company P.L.L (an Ohio registered partnership having limited liabilities) as recorded in deed book 583, page 79; 1.031 Acre out of an original a 2.412 Acre tract conveyed to Berkshire Development Company P.L.L. (an Ohio registered partnership having limited liabilities) as recorded in deed book 604, page 636; and a 0.488 Acre Tract conveyed to Waffle House, Inc. as recorded in deed book 604, page 669. All references to the Delaware County Recorder's Office, Delaware, Ohio. Lot fee in the amount of \$15.00.

**Ditch Maintenance Petition—Berkshire Development**

We the undersigned owners of 642 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as Berkshire Development, Phase 2 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 Berkshire Development.

The cost of the drainage improvements is \$42,188.55 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. Forty 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, \$8,437.71 per lot. An annual maintenance fee equal to 2% of this basis \$168.75 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 \$843.77 has been paid to Delaware County.

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

**Ditch Maintenance Petition—Highland Lakes North Section 6, Part 1**

We the undersigned owners of 11.412 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Highland Lakes North Section 6, Part 1 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

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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 Highland Lakes North Section 6, Part 1.

The cost of the drainage improvements is \$24,755.00 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. Forty 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, \$990.20 per lot. An annual maintenance fee equal to 2% of this basis \$19.80 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 \$495.10 has been paid to Delaware County.

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

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

**RESOLUTION NO. 99-703**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2235	Columbia Gas	Worthington Road	Install gas main
2241	Sprint Telephone	Miller Paul Road	Provide single customer service
2246	Sprint Telephone	Patrick Road	Place buried cable
2250	Suburban Natural Gas	Gladshire Boulevard	Lay gas main
2251	Ameritech	Tussic Street Road	Place buried cable
2253	Sprint Telephone	N. Old 3C Highway	Place buried cable

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

**RESOLUTION NO. 99-704**

**IN THE MATTER OF REQUESTING A TEMPORARY SPEED LIMIT REDUCTION TO 35 MILES PER HOUR FOR SOUTH GALENA ROAD BRIDGE.**

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

WHEREAS, repairs on the South Galena Road Bridge, Bridge Number 34-01.20 are necessary and the Delaware County Engineer has determined that a temporary speed limit reduction to 35 miles per hour for 1500 feet on both sides of said bridge is advisable. This temporary reduction in speed would be in effect only during the time needed for the repairs. Section 5577.07 of the Ohio Revised Code provides for this type of reduction.

THEREFORE, BE IT RESOLVED, the Delaware County Commissioners approve the speed limit reduction to 35 miles per hour for 1500 feet on both sides of South Galena Road Bridge.

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

**RESOLUTION NO. 99-705**

**IN THE MATTER OF AUTHORIZING A STOP CONDITION SOUTH GALENA ROAD BRIDGE:**

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize a stop condition at the following location:

WHEREAS, the Delaware County Engineer has requested that a stop condition be established at the referenced bridge during needed repairs.

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THEREFORE, BE IT RESOLVED, the Delaware County Commissioners approve the above mention stop condition.

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

**RESOLUTION NO. 99-706**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY SODIUM CHLORIDE CONTRACT :**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for Monday, September 13, 1999, at 10:00 AM.

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

**RESOLUTION NO. 99-707**

**IN THE MATTER OF APPROVING CONTRACT WITH RESOURCE INTERNATIONAL FOR INSPECTION AND TESTING SERVICES:**

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

*Agreement*, made and entered into this 23 day of July, 1999 by and between the *Delaware County Commissioners*, Delaware, Ohio and hereinafter designated as the *County*, and RESOURCE INTERNATIONAL, INC., hereinafter designated as the *Consultant*.

*Witnesseth*, that said *Consultant*, for consideration of a unit cost Contract based on a scope of services dated May 3, 1999 and a proposal dated May 10, 1999 incorporated herein by reference, hereby agrees to furnish unto the *County*, professional services to provide Inspection and Testing Services. 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 manner in accordance with the normally accepted standards, under the direction of the *Delaware County Engineer*. This Contract will be effective through February 1, 2000. This may be extended for a period of one year upon mutual agreement of both parties.

*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.

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

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

**RESOLUTION NO. 99-708**

**IN THE MATTER OF APPROVING THE ESTIMATES FOR N. OLD STATE ROAD BRIDGE REPLACEMENT, WOODTOWN ROAD BRIDGE REPLACEMENT AND MILLER PAUL ROAD BRIDGE REPLACEMENT:**

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

<b>North Old State Road Bridge Replacement.</b>	<b>\$76,700.00</b>
<b>Woodtown Road Bridge Replacement</b>	<b>\$60,100.00</b>
<b>Miller-Paul Bridge Replacement</b>	<b>\$47,500.00</b>

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

**RESOLUTION NO. 99-709**

**IN THE MATTER OF APPROVING CONTRACT WITH R. D. ZANDE FOR REAL ESTATE ACQUISITION:**

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

This Agreement entered into this 23 day of August 1999 by and between the County of Delaware, Ohio, acting by and through the County Commissioners, hereinafter referred to as the COUNTY, and R. D. Zande &

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Associates, Inc., hereinafter referred to as CONSULTANT, for the provision of real estate acquisition services to the COUNTY in regard to various projects.

Witnesseth, that for the mutual considerations herein specified, the COUNTY and the CONSULTANT have agreed and do hereby agree as follows:

**SECTION I - BASIC SERVICES OF CONSULTANT**

The duties of the CONSULTANT shall encompass the following tasks.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Low Value Analysis, for parcels under \$10,000 in value;
- C. Negotiation Services;
- D. Title Work and Closings;
- E. Right-of-Way Acquisition Procedures Development

**SECTION II - PAYMENT FOR PROFESSIONAL SERVICES**

- A. The COUNTY agrees to pay the CONSULTANT as compensation for professional services as listed in Section I, an amount not to exceed \$ 90,000. Costs will vary depending on actual time required to perform the services requested.
- B. The actual cost plus reimbursable expenses, as incurred by the CONSULTANT in the performance of the portion of the work outlined in Section I of this Agreement, shall not exceed the amount stipulated in Section IIIA without an amendment to the Agreement duly authorized by the COUNTY.
- C. Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the CONSULTANT in the performance of the services on the project.

**SECTION III - OBLIGATION OF COUNTY**

- A. Any provision in this contract to the contrary, the maximum obligation of the COUNTY under this contract is limited to the amount of \$ 90,000. Unless the COUNTY appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the CONSULTANT's duties and obligations to perform additional services under this contract shall be considered ended when the amount of \$ 90,000, as described previously, has been invoiced and paid to the CONSULTANT in accordance with the provisions of this Section. Payment of invoices submitted to the COUNTY by the CONSULTANT shall be made by the COUNTY within thirty (30) days of the date of the invoice. If the maximum obligation of the COUNTY provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the CONSULTANT to perform additional services.
- B. COUNTY shall provide all criteria and full information as to COUNTY's requirement for the Project; designate a person to act with authority on COUNTY's behalf in respect of all aspects of the CONSULTANT's services; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the work.

**SECTION IV - TIME SCHEDULE AND COMPLETION**

- A. The CONSULTANT shall provide a cost proposal for each project at the request of the COUNTY prior to services being performed.
- B. After notification from the COUNTY to proceed, the CONSULTANT shall, to the extent possible, schedule activities to meet specific project dates as requested by the COUNTY

**SECTION V - NON-DISCRIMINATION**

During the performance of this contract, the consultant agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The consultant will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their age, race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

**SECTION VI - CONTRACT TERMINATION OR SUSPENSION**

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The COUNTY or the CONSULTANT may terminate or suspend this Engineering Agreement by (1) giving written notice not less than ten (10) days prior to the effective date by registered mail of its intention to do so and (2) an opportunity for consultation with the terminating party prior to termination. Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the Agreement is terminated, the consultant, upon payment, as specified, shall deliver to the COUNTY copies of all reports, field books, drawings, and other documents which have been prepared in the course of the work done under this Agreement in accordance with the conditions described in Section X "A", Reuse of Documents. The CONSULTANT shall make no other claim for additional compensation against the COUNTY by reason of such termination. In the event the consultant's services are suspended by the COUNTY, the CONSULTANT shall bill the COUNTY immediately for all work completed to date, less any previous payments.

**SECTION VII - CONTINUING OBLIGATION**

The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any one of the aforementioned officers to render his services hereunder, neither the consultant nor the surviving officers shall be relieved of their obligations to complete performance hereunder; provided, however, in such event the COUNTY may terminate this Agreement if it considers the death or incapacity of such officer to be a loss of such magnitude as would affect the CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

**SECTION VIII - WARRANTY**

The consultant warrants that he has not employed or retained any company or person, other than a bonafide employee, working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. The CONSULTANT also warrants, that he will comply will all Federal, State and Local laws and ordinances applicable to the work. For breach or violation of the warranty, the COUNTY shall have the right to annul the Engineering Services Agreement without liability.

**SECTION IX - INSURANCE AND INDEMNITY**

- A. CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement and keep in full force, Worker's Compensation. A copy of a document evidencing such Worker's Compensation shall be furnished to the COUNTY prior to the commencement of the services.
- B. CONSULTANT shall carry the following minimum amounts of Automobile Liability Insurance and Comprehensive and General Liability Insurance with the COUNTY named as additional insured, each with the following limits:
  - 1. Public Liability Insurance in the amount of \$1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.
  - 2. Property Damage in an amount of \$1,000,000.00 from damages on account of any one accident or occurrence.
- C. CONSULTANT shall carry Valuable Paper's Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, (until such time as the plans and field and design data are delivered to the COUNTY).
- D. CONSULTANT shall carry Professional Liability Insurance in the sum of not less than one million dollars (\$1,000,000) annual aggregate, on a claims-made basis.
- E. Certificates of Insurance indicating coverage and conditions stipulated in paragraphs X (B, C, D) shall be provided by the CONSULTANT prior to the commencement of services.

**SECTION X - MISCELLANEOUS**

- A. Reuse of Documents.

All documents, including Drawings, Specifications, and Electronic Media prepared or furnished by the CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project. COUNTY shall retain an ownership and property interest therein whether or not the Project is completed. However, such documents are not intended or represented by CONSULTANT to be suitable for reuse by COUNTY or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and

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without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and COUNTY shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

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

**RESOLUTION NO. 99-710**

**IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR LIBERTY LAKES, SECTION 3 AND SUNBURY ROAD SANITARY EXTENSION:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans for Liberty Lakes, Section 3 and Sunbury Road Sanitary Extension for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 99-711**

**IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENT WITH THE VILLAGE AT HARVEST WIND, PHASE 1:**

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

**The Village at Harvest Wind, Phase 1**

This agreement executed on this 23 day of August, 1999, by and between BOB WEBB BUILDERS SUBDIVIDER as evidenced by the THE VILLAGE OF HARVEST WIND PHASE 1 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 (\$141,976.00) 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 \$8,460.00 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

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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 to Motion            Mr. Wuertz   Aye                    Mr. Ward   Aye                    Mrs. Martin   Aye

**RESOLUTION 99-712**

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

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

**236 S. Liberty Street, Powell, Ohio**

In the amount of \$2,400.00 with \$902.40 finance charge (pro-rated over a 10 year period) making total of

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\$3,302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

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

RESOLUTION NO. 99-713

IN THE MATTER OF APPROVING ASSIGNMENT OF TEMPORARY DUTIES TO CARRIE RICHARDS:

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

WHEREAS, the Director of Economic Development position is currently vacant, and

WHEREAS, certain specific duties of the Director of Economic Development are necessary to be continued during the period of this vacancy, and

WHEREAS, Carrie Richards, Economic Development Specialist, is the most qualified employee to perform these certain specific duties

THEREFORE BE IT RESOLVED, by the Board of Commissioners of Delaware County, State of Ohio, that Carrie Richards be temporarily assigned certain specific duties of the Director of Economic Development until a new director is named, and

FURTHER BE IT RESOLVED, that Carrie Richards shall be compensated at the level of executive Level 1 of the Delaware County Compensation Management System at a rate of annual salary of \$50,045 until a new director is named, and

FURTHER BE IT RESOLVED, that this temporary compensation increase shall be back dated to July 23, 1999, when Carrie Richards commenced performance of the specific temporary duties.

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

RESOLUTION NO. 99-714

IN THE MATTER OF SETTING TIME & DATE FOR COUNTY AUCTION:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the time and date for the County Auction.

WHEREAS, Delaware County has personal property not needed for public use, or is obsolete or unfit for use which it was acquired; and

WHEREAS, Delaware County may sell such property at public auction or to any political subdivision of the state in accordance to the Ohio Revised Code, Section 307.12.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, set the date and time for the county auction of Saturday, October 23, 1999 at 10:00am to be held at the Delaware County Fairgrounds.

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

RESOLUTION NO. 99-715

IN THE MATTER OF AUTHORIZING A TAX INCREMENT FINANCING DISTRICT FOR GREIF CORPORATE PARK:

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

DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN LIBERTY AND BERLIN TOWNSHIPS TO BE A PUBLIC PURPOSE; DECLARING A PORTION OF SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A COUNTY PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND

WHEREAS, the development of commercial and industrial properties in Delaware County will benefit the County and its residents by creating jobs, enlarging the property tax base, reducing blight and stimulating collateral development in the County; and



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

WHEREAS, Delaware County has ESTABLISHED A REVOLVING Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the County’s RLF Review Committee has reviewed the application and supporting documentation for the SubmitOrder.com, Inc. Expansion Project and recommended RLF participation in same.

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

SECTION I. That the Delaware County Board of Commissioners hereby approves an RLF loan in the amount of \$170,000 to the Community Improvement Corporation (CIC) of Delaware, Ohio, to assist in the purchase of the 165-acre site for the above referenced project. The CIC will then sell the land to SumbitOrder.com on a takedown basis over a five-year period. Said loan shall be at a fixed rate of 3.0% amortized over five years. The loan will be paid throughout the five year period with payments coming from every takedown sale, and the remaining principal due in a balloon payment at the end of the term. The loan shall be secured by personal and corporate guarantees and a third mortgage on the project real estate.

SECTION II. That the Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$250,000 to assist in the extension of the water and sewer lines approximately 6,100 LF from their current termination points to the corner of Owen Fraley Road/US 42.

SECTION III. Upon passage of this resolution, approval of the Project Report Form by the Ohio Department of Development, and clearance of ERR timeframes, the President of the Board shall be authorized to execute the Legally Binding Document for the RLF financing and to file the necessary forms with the Ohio Department of Development to secure both financing sources.

Vote to Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Abstained

**RESOLUTION NO. 99-717**

**IN THE MATTER OF SUPPORTING A COUNTY TRANSIT BOARD**

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

WHEREAS, Delaware County has obtained funding through ODOT Office of Public Transportation to operate a Rural Transit Program, and

WHEREAS, Delaware County has been operating a Rural Transit System in the County since 1998, and

WHEREAS, Delaware County has considered alternatives to a Rural Transit System for the long-term operation of public transportation within the County, and

WHEREAS, the information presented to the Delaware County Board of Commissioners in Regular Session on August 2, 1999 and August 9, 1999, favors the continuation of public transportation in Delaware County,

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

Section I. That the Delaware County Commissioners declare support to proceed establishing a County Transit Board as outlined in Ohio Revised Code (ORC) 306.01 & 306.02.

Section II. That the Delaware County Board of Commissioners agree to proceed by advertising the qualifications and reviewing the qualifications of potential candidates for board members for a County Transit Board.

Section III. That the Delaware County Board of Commissioners hereby authorize the Delaware County Administrator to work with legal counsel as necessary to determine when all the necessary conditions exist to formally create a County Transit Board, to operate the transportation system within Delaware County, and advise the Board accordingly.

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Section IV. That when such Board is prepared to assume responsibility for the operations of the transportation system, the Board of County Commissioners will create, by formal resolution, a County Transit Board and transfer all assets under the control of Delaware Area Transportation Association.

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

**10:00 AM   Bid Opening For Bulk Gasoline And Diesel Fuel**

1. BP AMACO
2. BP- Beem's Distributor
3. Petroleum Traders

**7:00 PM   County Wide Communications Discussion - JVS**

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

Letha George, Clerk to the Commissioners