

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 26, 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 Absent: Donald Wuertz

8:30 – Investment Committee – Dale Wilgus--The Commissioners reviewed the investment report with Treasurer Wilgus.

RESOLUTION NO. 99-598

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD JULY 12, 1999:

It was moved by Mr. Ward, seconded by Mrs. Martin approve resolutions and minutes from regular meeting held, July 12, 1999.

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

PUBLIC COMMENT

Ms. Debra Cooper spoke expressing concerns regarding the removal of the Bellepoint Bridge. A Public Hearing will be held at a later date to discuss options for this bridge.

RESOLUTION NO. 99-599

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 247096 THROUGH 248254:

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 247906 through 248254 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-600

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Code Enforcement is requesting that David Lavallo attend Arc View Training at OWU on August 10 & 11, 1999, in the amount of \$60.00.

Commissioners are requesting that Letha George attend Arc View Training at OWU on August 10 & 11, 1999, in the amount of \$60.00

Economic Development is requesting that Carrie Richards attend the Leadership Delaware Class of 2000 at Delaware Area Chamber of Commerce, in the amount of \$550.00.

OECC is requesting that Lyndon Johnson attend a Training Session on Electrical Contracts in Columbus, on October 5 through 7, 1999, in the amount of \$1007.50.

Commissioners are requesting that Debbie Martin and Letha George attend a Grammar and Proofreading Seminar at Columbus on August 25, 1999, in the amount of \$200.00.

Juvenile Court is requesting that Eric Swayne attend a CPR First Aid Instruction Course on August 3, 5, 10, 12, 17, and 19, 1999, at Columbus in the amount of \$80.00.

EMS is requesting an increase of approved expenses for Hugh Dick EMS Seminar at Cleveland on June 24 through June 26, 1999, in the amount of \$194.00

Prosecutor is requesting that Leontyne Chrystal Pounds-Alexander attend the National Organization for Victim Assistance Conference at Los Angeles, California on August 29 through September 3, 1999, in the amount of \$1060.00.

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

RESOLUTION NO. 99-601

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

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

**SUPPLEMENTAL
APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
079-7910-040	Tartan Fields Project - Capital Outlay	\$ 161,704.47
079-7910-047	Tartan Fields Project - Transfers	\$ 895,893.19
055-5510-045	Bond Retirement - Debt Retirement	\$ 895,893.19

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
079-7910-047 Tartan Fields	55-5510-087 Bond Retirement	\$ 895,.13

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
079-7910-020 Tartan Fields Services & Charges	079-7910-040 Tartan Fields Project- Capital Outlay	\$ 20,000.00
Vote on Motion	Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent	

RESOLUTION NO. 99-602

IN THE MATTER OF ADOPTING A RESOLUTION OF APPRECIATION FOR DOUG GARVER FOR HIS DEDICATED SERVICE TO THE PEOPLE OF DELAWARE COUNTY:

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

- Whereas, Doug Garver has faithfully served the communities of Delaware County for over 20 years in the Economic Development field, including 6 years as the Economic Development Director,
- Whereas, Doug Garver has dedicated himself to the task of increasing and diversifying Delaware County’s economic base,
- Whereas, Doug Garver has formed economic development partnerships with municipalities, villages, townships and school boards within Delaware County,
- Whereas, Doug Garver has worked diligently to forge relationships with new and existing businesses in Delaware County, and has assisted in the expansion and relocation of numerous businesses in Delaware County,
- Whereas, Doug Garver has served his fellow colleagues and co-workers as a leader, and has faithfully served the Board of Commissioners as an excellent director,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the Board officially thanks Doug Garver for his dedication and his accomplishments, and

Further be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the Board wished well-being, success, and good luck to Doug Garver in his future endeavors and life, and

Further be is resolved, that the Clerk of the Board of Commissioners shall cause this resolution to be spread upon the Board’s official journal.

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

RESOLUTION NO. 99-603

IN THE MATTER OF APPROVING PLAT FOR EAGLE TRACE, CHESHIRE COVE; ORCHARD LAKES, PHASE 3 AND GENOA SQUARE:

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

Eagle Trace - Street, Storm & Water Line

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Situated in Delaware County, Township of Genoa, Ohio, Lot No. 3, Section 4, Township 3, Range 17, U. S. Military Lands

Cheshire Cove, Section 1 – Final Engineering Plan

Situated in Berlin Township, Delaware County, Ohio, part of Farm Lots 5 & 6, Section 3, Township 4, Range 18, and part of Farm Lot 5, Section 4, Township 4, Range 18, United States Military Lands.

Orchard Lakes, Phase 3

Situated in the State of Ohio, County of Delaware, Township of Genoa, being in part, in Farm Lot 13 and in Part in Farm Lot 14, in Quarter Township 3, Township 3, Range 17, United States Military Lands and containing 25.609 acres of land, more or less, said 25.609 acres being out of that 73.315 acres of tract of land described in the deed to the ORCHARD LAKES, CO. of record in Deed Book 561, Page 250. Recorder's Office, Delaware County, Ohio . 16.476 acres of said 25.609 acres being in said Farm Lot 13 and 9.133 acres of said 25.609 acres being in said Farm Lot 14. Lot fee in the amount of \$150.00

Genoa Square

Situated in the State of Ohio, County of Delaware, Township of Genoa, and in Farm Lot 21, Quarter Township 3, Township 3, Range 17, United States Military Lands, containing 4.572 acres of land, said 4.572 acres being part of that tract of land conveyed to RICHARD J. SOLOVE and JOHN J. CHESTER by deed of record in Deed Book 550, Page 89, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$15.00

Vote on Motion Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 99-604

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR SHELLBARK RIDGE, PHASE 4; MEDALLION ESTATES, SECTION 9:

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

Shellbark Ridge, Phase 4

THIS AGREEMENT executed on this 26 st day of July, 1999, between **DANTER COMPANY** as evidenced by the **SHELLBARK RIDGE PHASE 4** 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

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It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIFTY-FOUR THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **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	\$407,982.00
CONSTRUCTION ESTIMATE – EROSION	81,385.25
CONSTRUCTION ESTIMATE – STORM	<u>185,939.00</u>
TOTAL	\$675,306.25

Medallion Estates, Section 9

THIS AGREEMENT executed on this 26 day of July 1999, between **MEDALLION PROPERTIES LLC** as evidenced by the **MEDALLION ESTATES SECTION 9** 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

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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 **THIRTY-SIX THOUSAND FOUR 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.

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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	\$259,200
CONSTRUCTION ESTIMATE – EROSION	9,900
CONSTRUCTION ESTIMATE – SOIL STABILITY	49,500
CONSTRUCTION ESTIMATE – STORM	<u>135,900</u>
TOTAL	\$454,500

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

RESOLUTION NO. 99-605

IN THE MATTER OF ACCEPTING A ROAD IN HIGHLAND LAKES EAST, PHASE 13 AND RETURN OF LETTER OF CREDIT:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following road into Genoa Township.

The roadway to be accepted is as follow:

- **Pebble Beach Place**, to be known as **Township Road Number 847**

Approval to return the Letter of Credit being held as maintenance surety to the developer, Planned Communities, Inc.

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

RESOLUTION NO. 99-606

IN THE MATTER OF APPROVING STOP CONDITION IN HIGHLAND LAKES EAST, PHASE 13:

It was moved by Mr. Ward , seconded by Mrs. Martin to establish stop condition as follows:

- On Township Road Number 847, Pebble Beach Place, at its intersection with Township Road Number 453, Highland Lakes Avenue

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

RESOLUTION NO. 99-607

IN THE MATTER OF APPROVING SPELLING CHANGE TO ARCTIC AVENUE IN WILLOW SPRINGS NORTH:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the spelling change of Artic Avenue to Arctic Avenue in Willow Springs North.

In August, 1997, Township Road Number 673 was accepted into the public system as “**Artic Avenue**” It has recently been brought to our attention that, due to a difference in the spelling of the name on the street plan versus the recorded plat, the street name was recorded as “**Arctic Avenue**”. We are, therefore, requesting that your Board approve the change of the spelling of the name in your journals from **Artic to Arctic**. Once we receive your approval, this office will notify the appropriate agencies of this change.

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

RESOLUTION NO. 99-608

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2220	Ameritech	Olde Worthington Road	Bury cable

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2221	Columbus Southern Power	Hanawalt Road	Relocate poles
2222	Columbus Southern Power	Hollenback Road	Relocate poles
2223	Columbus Southern Power	Home Road	Install pole
2224	Ameritech	Worthington Road	Place duct across road
2225	Olentangy Local Schools	Westwood Drive	Bore under road

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

RESOLUTION NO. 99-609

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO ROBY AUTOGROUP FOR SURVEY VEHICLE FOR DELAWARE COUNTY:

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

Whereas, Delaware County went out to bid for a Survey Vehicle and received bids on June 21, 1999, and;

Whereas, after carefully reviewing the bids received, the bid submitted by Roby Autogroup of Marysville, Ohio has been determined to be the lowest and best bid for a Survey Vehicle, and;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Roby Autogroup for a Survey Vehicle for Delaware County.

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

RESOLUTION NO. 99-610

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO THE RIGHTER COMPANY FOR THE OLIVE GREEN BRIDGE REPLACEMENT:

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

Whereas, Delaware County went out to bid for the Olive Green Bridge Replacement and received bids on June 28, 1999, and;

Whereas, after carefully reviewing the bids received, the bid submitted by The Righter Company has been determined to be the lowest and best bid (\$374,159.90) for the Olive Green Bridge Replacement , and;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by The Righter Company for the Olive Green Bridge Replacement .

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

RESOLUTION NO. 99-611

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO PERFORMANCE SITE MANAGEMENT OF COLUMBUS, OHIO FOR THE PORTER CENTRAL ROAD IMPROVEMENTS AND AUTHORIZING SIGNING OF CONTRACT:

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

Whereas, Delaware County went out to bid for the Porter Central Road Improvements and received bids on July 12, 1999, and;

Whereas, after carefully reviewing the bids received, the bid submitted by Performance Management of Columbus, Ohio has been determined to be the lowest and best bid for a the Porter Central Road Improvements , and;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Performance Management for the Porter Central Road Improvements.

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

RESOLUTION NO. 99-612

IN THE MATTER OF APPROVING THE 1999 RESURFACING CONTRACT WITH KOKOSING CONSTRUCTION

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

AGREEMENT, made and entered into this 26 day of July, 1999 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **KOKOSING CONSTRUCTION COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **TWO MILLION FOUR HUNDRED EIGHTY-NINE THOUSAND SIX DOLLARS AND SIXTY-FIVE CENTS**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 1999 Road Resurfacing Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **October 15, 1999**.

THE SECOND PARTY hereby agrees to hold the **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 sub-contractors, 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** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 99-613

IN THE MATTER OF APPROVING CONTRACT WITH MOODY/NOLAN FOR PERRY ROAD CULVERTS:

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

Agreement, made and entered into this 26th day of July, 1999 by and between the **Delaware County Commissioners**, Delaware, Ohio and hereinafter designated as the **County**, and **Moody/Nolan, Ltd., Inc.**, hereinafter designated as the **Consultant**.

Witnesseth, that said **Consultant**, for consideration of the a cost not to exceed **FORTY-NINE THOUSAND NINETY-ONE DOLLARS**, based on the original OPWC Application and a proposal dated July 7, 1999 incorporated herein by reference, hereby agrees to furnish unto the **County**, professional design services to prepare construction plans for the project known as the **Perry Road Culvert Project**. 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 November 30, 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 an paid under the foregoing policies of insurance.

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

RESOLUTION NO. 99-614

IN THE MATTER OF APPROVING CONTRACTS WITH QUALITY CONTROL INSPECTION, INC. AND DODSON-STILSON, INC. FOR 1999 CONSTRUCTION TESTING:

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

Quality Control Inspection, Inc.

Agreement, made and entered into this 26 day of July, 1999, by and between the **Delaware County Commissioners**, Delaware, Ohio and hereinafter designated as the **County**, and **QUALITY CONTROL**

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INSPECTION, 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.

Dodson-Stilson, Inc.

Agreement, made and entered into this 26 day of July, 1999 by and between the *Delaware County Commissioners*, Delaware, Ohio and hereinafter designated as the *County*, and **DODSON-STILSON, 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.

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

RESOLUTION NO. 99-615

**IN THE MATTER OF APPROVING CONTRACT WITH FLOYD BROWNE ASSOCIATES, INC.
FOR PIATT ROAD IMPROVEMENTS:**

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

Agreement, made and entered into this 26 day of July, 1999 by and between the *Delaware County Commissioners*, Delaware, Ohio and hereinafter designated as the *County*, and **Floyd Browne Associates, Inc.**, hereinafter designated as the *Consultant*.

Witnesseth, that said *Consultant*, for consideration of a lump sum amount of *Twenty-Seven Thousand Three Hundred Eighty-Three Dollars*, based on a proposal dated July 9, 1999 incorporated herein by reference, hereby agrees to furnish unto the *County*, professional design services to prepare construction plans for the project known as the **Piatt Road Phase Two Improvements**. 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 December 31, 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 an paid under the foregoing policies of insurance.

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

RESOLUTION NO. 99-616

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IN THE MATTER OF APPROVING CONTRACT WITH BURGESS & NIPLE, LIMITED FOR HOME ROAD BRIDGE REPLACEMENT:

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

Agreement, made and entered into this 26 day of July, 1999 by and between the *Delaware County Commissioners*, Delaware, Ohio and hereinafter designated as the *County*, and **Burgess & Niple, Limited.** hereinafter designated as the *Consultant*.

Witnesseth, that said *Consultant*, for consideration of a lump sum amount not to exceed \$483,334 (Basic Scope Tasks: \$360,155; If Authorized Tasks: \$123,179), based on a scope of services dated April 9, 1999, a technical proposal dated April 30, 1999, and a cost proposal dated July 20, 1999 incorporated herein by reference, hereby agrees to furnish unto the *County*, professional design services to prepare construction plans for the project known as the **Home Road over the O'Shaughnessy Reservoir bridge replacement.** 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 **March 30, 2001.**

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.

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

RESOLUTION NO. 99-617

IN THE MATTER OF RENEWAL OF SERVICE CONTACT WITH LIEBERT CORPORATION FOR 911 CENTER UPS SYSTEM :

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the renewal of contract with Liebert Corporation for 911 Center UPS System:

Vote on Motion Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 99-618

IN THE MATTER OF RENEWAL OF LEASE WITH SLANE TELECOM FOR ANTENNA AND RADIO EQUIPMENT FOR WBBY TELECOM:

It was moved by Mr. Ward, seconded by Mrs. Martin to renew lease with Slane Telecom for WBBY (Slane) Telecom:

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

RESOLUTION NO. 99-619

IN THE MATTER OF APPROVING LETTER OF AGREEMENT WITH BERKSHIRE TOWNSHIP, TRENTON TOWNSHIP, SUNBURY, AND GALENA FIRE DEPARTMENTS FOR TACTICAL RADIO NETWORK:

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

This agreement is entered into on the 26 day of July 1999, between the Delaware County Board of Commissioners, 101 N. Sandusky Street, Delaware, Ohio and the BST&G Fire Department at 350 W. Cherry St, Sunbury, Ohio.

The agreement covers the responsibilities and conditions for usage of shared High Band frequencies and a Radio Repeater site located at the DelCo water tower in Sunbury.

BST&G Fire Department agrees to allow Delaware County Emergency Communications to utilize the High Band frequency pair, 151.205 MHz (Transmit) and 159.240 MHz (Receive) as a "tactical" frequency pair known as "TAC2". The frequencies will be used as part of the Fire Tactical Radio Network within Delaware County. Usage will be extended to all Township Fire Departments within the county. Radio traffic and procedures used on TAC2 will be in accordance with current Federal Communications Commission rules and regulations and procedures established by the Delaware County Public Safety Answering Point (PSAP).

Further, Delaware County understands that ownership and licensing of this frequency pair will remain with

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BST&G and that BST&G retains the right to continue to utilize the frequency pair as a "service" channel.

The County also agrees that in compensation for permission to utilize this frequency pair and repeater equipment, the county will maintain an annual maintenance contract on the repeater at a cost not to exceed \$800.00 per year. The county also agrees to be responsible for any hardware upgrades to the repeater equipment that may be necessary in connecting the Center with the site.

BST&G Fire Department agrees that any equipment necessary for it to monitor or utilize this frequency pair as a county "tactical" or for its own purpose will be at its own expense.

BST&G Fire Department and the County further agree that they will provide at least six months advance notice prior to either party terminating all or part of this agreement.

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

RESOLUTION NO. 99-620

IN THE MATTER OF APPROVING LETTER OF AGREEMENT WITH ASHLEY FIRE BOARD FOR TACTICAL RADIO NETWORK:

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

This agreement is entered into on the 26 day of July, 1999, between the Delaware County Board of Commissioners, 101 N. Sandusky Street, Delaware, Ohio and the Ashley Fire Board at 3 North Harrison Street, Ashley, Ohio.

The agreement covers the responsibilities and conditions for usage of shared High Band frequencies and a Radio Repeater site to be placed at the Ashley Medic Station, 245 W. High St., Ashley, Ohio.

Ashley Fire Department agrees to allow Delaware County Emergency Communications to re-license the single High Band frequency of 159.270 MHz with the single frequency of 155.940 as a "tactical" frequency pair under Delaware County.

The pair will be used as part of the Fire Tactical Radio Network within Delaware County and will be identified as "TAC4". Usage will be extended to all Township Fire Departments within the county. Radio traffic and procedures used on the frequency will be in accordance with current Federal Communications Commission rules and regulations and procedures established by the Delaware County Public Safety Answering Point (PSAP). Further, Delaware County agrees that Morrow County Dispatch may use this frequency to provide tone and primary dispatch of Ashley Fire Department on emergencies within the borders of Morrow County.

The County further agrees that, at its option, it will purchase and maintain any equipment necessary to establish this frequency as part of the "tactical" network for use by the Center.

Ashley Fire Department agrees that any equipment necessary for it to monitor or utilize this frequency as a county "tactical" or for its own purpose will be at its own expense.

Ashley Fire Department and the County further agree that they will provide at least six months advance notice prior to either party terminating all or part of this agreement and that ownership of the former Ashley FD frequency of 159.270 shall return to Ashley Fire Department.

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

RESOLUTION NO. 99-621

IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR GENOA SQUARE:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans for Genoa Square

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

RESOLUTION NO. 99-622

IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENTS WITH DORNOCH ESTATES, SECTION 2; MEDALLION ESTATES, SECTION 9 AND SCIOTO RESERVE GOLF CLUB COMMUNITY:

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

Dornoch Estates, Section 2

This agreement executed on this 26 day of July, 1999, by and between NEW GREEN HIGHLANDS

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SUBDIVIDER , as evidenced by the DORNOCH ESTATES, SECTION 2 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 (\$110,200.00) 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 \$6,600.00 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.

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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.

Medallion Estates, Section 9

This agreement executed on this 26 day of July, 1999, by and between MEDALLION PROPERTIES LLC, as evidenced by the MEDALLION ESTATES, SECTION 9 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 \$101,100.00, 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 30 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 (\$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 improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

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It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$6,000.00 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.

Scioto Reserve Golf Club Community

THIS AGREEMENT executed on this 26 day of July , by and between **DONALD R. KENNEY**, an individual and the **BOARD OF COMMISSIONERS** of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

WHEREAS, the SUBDIVIDER is developing the Scioto Reserve Golf Club Community Subdivision

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in Delaware County, Ohio (the "Subdivision"), and the Subdivision will consist of single family residences, a golf course, a golf course clubhouse, and related facilities. In connection of the development of the Subdivision, the SUBDIVIDER will be installing a waste water reclamation and reuse system and treatment facility for all of the lots in the Subdivision, and the adjoining golf course and school, in accordance with permits issued by the applicable governmental authorities (hereafter referred to as the "IMPROVEMENTS"). The approved engineering drawings and specifications for the IMPROVEMENTS prepared by R.D. Zande & Associates, Ltd. and Mack Industries, Inc. are dated ,1998 and 1998, respectively, and are on file in the office of the Delaware County Engineer (the "Plans"). The Plans are hereby incorporated by reference into this Agreement; and

WHEREAS, following construction of the IMPROVEMENTS, the SUBDIVIDER will be publicly dedicating such IMPROVEMENTS to Delaware County, and Delaware County desires to accept such IMPROVEMENTS and to thereafter assume responsibility for the maintenance, use and operation of the IMPROVEMENTS, in accordance with the terms of this Agreement.

GENERAL TERMS OF AGREEMENT

The SUBDIVIDER shall upon executing this AGREEMENT be issued by the DELAWARE COUNTY SANITARY ENGINEER approximately 1255 single family residential sanitary sewer connections ("taps") to connect with and use the IMPROVEMENTS, and sufficient taps for the golf course clubhouse and school site. The SUBDIVIDER shall have the right to retain all fees charged by SUBDIVIDER to third parties for the taps in order to reimburse SUBDIVIDER for the construction costs for the IMPROVEMENTS. After acceptance of the public dedication of the IMPROVEMENTS, the DELAWARE COUNTY SANITARY ENGINEER shall retain usage fees and any inspection fees charged to third parties for operation and maintenance expenses of the IMPROVEMENTS. Delaware County shall own and operate the sanitary sewer system. Delaware County acknowledges and agrees that the SUBDIVIDER shall have the exclusive right to use the IMPROVEMENTS for the Subdivision and the other uses described herein, and for any future uses SUBDIVIDER may desire to connect to the IMPROVEMENTS, up to the maximum capacity of the existing plant as well as future expansion done pursuant to this Agreement.

The SUBDIVIDER and Delaware County shall perform monitoring of the IMPROVEMENTS pursuant to Exhibit A attached hereto, in compliance with the Permit To Install issued by the Ohio Environmental Protection Agency on April 19, 1999.

The 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 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 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, provided that SUBDIVIDER shall be entitled to use all fees charged by SUBDIVIDER to third parties for taps to reimburse SUBDIVIDER for such expenses.

SUBDIVIDER and COUNTY COMMISSIONERS agree that, at its option, SUBDIVIDER may expand the capacity of the waste water system beyond its initial capacity. Such plant expansion shall be at the sole cost of the SUBDIVIDER and its construction shall be subject to the approval of the DELAWARE COUNTY SANITARY ENGINEER as well as other regulatory agencies. Furthermore, any future expansion of the waste water facility will be subject to the terms and conditions of this Agreement.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceeding 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 subcontractor, 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 of SUBDIVIDER, or his agents or employees, in connection with the construction of the IMPROVEMENTS. The SUBDIVIDER shall provide watering easements to Delaware County consisting of the entire Golf Course. Such easement shall provide that the COUNTY SANITARY ENGINEER can control the amount and time of irrigation application to the Golf Course.

All public improvement construction shall be performed within two (2) years 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 reasonable opinion of the COUNTY, his performance is deemed inadequate.

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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 surely 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 \$10,000.00, 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 a result of charges against the same at the rate of: INSPECTOR \$40.00

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, and any unused portions of the inspection fund shall be repaid to the SUBDIVIDER. The SUBDIVIDER shall grant the COUNTY watering easements or rights over the golf course ground or other areas as deemed appropriate by SUBDIVIDER for the purpose of using clean affluent from the Sanitary Sewer System to irrigate such areas designated by SUBDIVIDER. Said watering easements shall be recorded as an encumbrance on the Scioto Reserve Golf Course. The COUNTY agrees to provide SUBDIVIDER with the maximum quantity of clean affluent from the Sanitary Sewer System at times and in amounts necessary to maintain the golf course in SUBDIVIDER'S sole discretion.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way required to complete, maintain and repair 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, be Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

Upon acceptance of IMPROVEMENTS, the SUBDIVIDER shall pay to Delaware County a minimum usage fee equal to 200 lots at current Delaware County rates. Fees to be billed quarterly and reduced by actual number of connections to the sanitary sewer system, such that the SUBDIVIDER will not be responsible for paying any usage fees once 200 lots are connected to the sanitary sewer system. Until such time as Delaware County accepts the public dedication of the IMPROVEMENTS, the SUBDIVIDER shall have the right to charge and collect usage fees for the IMPROVEMENTS in order to cover the operational costs thereof in the event Delaware County does not elect to collect such fees prior to Delaware County accepting the public dedication of the improvements.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said

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IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all 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, and thereafter utility user charges shall be the responsibility of 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 and its contractors, employees, agents, successors and assigns, 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 Absent

RESOLUTION NO. 99-623

IN THE MATTER OF ACCEPTING IMPROVEMENTS IN WALKER WOOD, PHASE 3:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the in Walker Wood, Phase 3 as follows:

3,845 Feet of 8 Inch Sewer 17 Manholes

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

RESOLUTION NO. 99-624

IN THE MATTER OF ACCEPTING AND AWARDED THE BIDS OF 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 Mrs. Martin to approve the following:

Whereas, Delaware County went received bids for the construction of the Alum Creek Pump Station and Central Maintenance Facility on July 12, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by Kokosing Construction Company, Inc. for the S99-1A Complete Project less Electrical has been determined to be the lowest and best bid for the Complete Project less Electrical, and the bid submitted by Jess Howard Electric Company for S99-1C Electric Work has been determined to be the lowest and best bid for the Electric Work, and

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bids submitted by Kokosing Construction Company, Inc. and Jess Howard Electric Company for the construction of the Alum Creek Pump Station and Central Maintenance Facility.

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

RESOLUTION NO. 99-625

IN THE MATTER OF CONGRATULATING RICK VARNER UPON RECEIVING THE "WILLIAM D. HATFIELD AWARD" FOR OUTSTANDING PERFORMANCE AND PROFESSIONALISM:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve a resolution of congratulations to Rick Varner upon receiving this award.

The William D. Hatfield Award is presented to operators of wastewater treatment plants for outstanding performance and professionalism.

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

RESOLUTION NO. 99-626

IN THE MATTER OF AUTHORIZING THE COUNTY OF DELAWARE, OHIO TO EXECUTE AND DELIVER A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS OF THE COUNTY OF MARION, OHIO; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

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

WHEREAS, Ohio Long Term Care Facilities, Inc., an Ohio nonprofit corporation (the "Corporation"), will own and operate "Hospital Facilities", as defined in Chapter 140.01, Ohio Revised Code, including those Hospital Facilities in Delaware County, Ohio (the "County") known as (i) Morning View Care Center/Condit, a 50-bed nursing facility located at 14961 North Old 3C Highway, Sunbury, Ohio and (ii) Sunbury Nursing Home, a 30-bed nursing facility located at 144 North Columbus Street, Sunbury, Ohio (collectively the "Local Facilities"), and will provide health-related services in various counties in Ohio; and

WHEREAS, Chapter 140 of the Ohio Revised Code provides a procedure by which "Public Hospital Agencies", as defined therein and including counties and municipal corporations, may enter into an agreement pursuant to which a Public Hospital Agency may issue revenue bonds to fund the capital needs of Hospital Facilities located in the jurisdictions of each of the Public Hospital Agencies which are parties to such agreement, for the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, the County of Marion, Ohio (the "Issuer"), the County, the County of Knox, Ohio, the County of Morrow, Ohio and the County of Tuscarawas, Ohio (collectively, the "Participating Public Hospital Agencies") desire to enter into a Public Hospital Agencies Agreement pursuant to Section 140.03, Ohio Revised Code, for the purpose of financing through the Issuer the acquisition of Hospital Facilities, including the Local Facilities, located within the jurisdictions of the Participating Public Hospital Agencies, including the reimbursement of costs advanced for those purposes; and

WHEREAS, the Issuer anticipates issuing its Health Care Facilities Revenue Bonds, Series 1999 (Ohio Long Term Care Facilities Project), in one or more series (the "Series 1999 Bonds"), to finance the acquisition, renovation and/or equipping of Hospital Facilities located in the jurisdictions of certain of the Participating Public Hospital Agencies; and

WHEREAS, it is necessary and desirable in connection with the issuance of the Series 1999 Bonds and for the public purposes hereinabove recited to authorize a Public Hospital Agencies Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Delaware, Ohio (the "Board"):

SECTION 1. That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County a Public Hospital Agencies Agreement with the Participating Public Hospital Agencies, for the purpose of permitting the Issuer to issue revenue bonds to finance the acquisition of Hospital Facilities within the jurisdictions of the Participating Public Hospital Agencies, including the Local Facilities.

SECTION 2. That the Public Hospital Agencies Agreement shall be substantially in the form presented to this Board and on file with the Clerk of this Board, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Public Hospital Agencies Agreement as aforesaid, and it is hereby determined that the Public Hospital Agencies Agreement will promote the public purposes set forth in Section 140.02, Ohio Revised Code, will better provide for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities, that contributions made by the County, if any, under the Public Hospital Agencies Agreement will be fair consideration for value and benefit to be derived by the County under the Public Hospital Agencies Agreement, and that the County will be duly benefited thereby.

SECTION 3. That the revenue bonds issued under the authority of the Public Hospital Agencies Agreement shall not be, and are not, general obligations, debt or bonded indebtedness of the County or any Participating Public Hospital Agency and the holders or owners of such revenue bonds shall not have the right to have excises or taxes levied by the County or any Participating Public Hospital Agency for the payment of principal of, or interest or premium, if any, on such revenue bonds. Such payment shall be made only from funds provided by the Corporation.

SECTION 4. That the appropriate officers of this Board be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and public sale of the Series 1999 Bonds and of revenue bonds issued from time to time under authority of the Public Hospital Agencies Agreement, and the delivery of the Public Hospital Agencies Agreement, as may be required, necessary or appropriate, including, without limitation, applicable elected representative approvals, conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of this Board.

SECTION 5. That the provisions of this Resolution are hereby declared to be severable

and, if any section, phrase or provision shall, for any reason, be declared invalid, such

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declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

SECTION 7. For purposes of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board hereby approves the issuance of the Series 1999 Bonds by the Issuer in the maximum aggregate principal amount of \$33,000,000 the proceeds of which shall be loaned to the Corporation for the acquisition, renovation and/or equipping of (i) a 50-bed nursing facility to be located at 14961 North Old 3C Highway, in the City of Sunbury, Delaware County, Ohio and (ii) a 30-bed nursing facility to be located at 144 North Columbus Street, in the City of Sunbury, Delaware County, Ohio. The Corporation will own and operate the facilities.

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

RESOLUTION NO. 99-627

IN THE MATTER OF APPROVING THE PERSONAL RESPONSIBILITY WORK OPPORTUNITY RECONCILIATION ACT ELIGIBILITY OUTREACH AGREEMENT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND THE DELAWARE CITY-COUNTY HEALTH DEPARTMENT:

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

Section A of the original agreement for the period of November 1, 1998, through September 30, 1999, is hereby modified as follows:

The provider understands and agrees that services must be provided during the period of 11/1/98 through 9/30/1999 and that the services will be paid at the following rate: actual expenses up to \$101,089, provided that local match of 10% of total budget of \$112,321 is provided and documented. Reimbursements will be made monthly upon receipt of billing in format prescribed by the Department.

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

RESOLUTION NO. 99-628

IN THE MATTER OF APPROVING CONTRACT WITH EARL LIFF AND ASSOCIATES FOR APPRAISAL SERVICES:

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

Agreement, made and entered into this 26 day of July, 1999, by and between the Delaware County commissioners, Delaware, Ohio and hereinafter designated as the county, and Earl Liff and Associates. hereinafter designated as the Consultant.

Witnesseth, that said Consultant, for consideration as described below, not to exceed twenty-five thousand dollars, based on a scope of services as defined herein. However billing will be assessed for each type parcel shall be as described below. Compensation to be paid monthly as a percentage of completed work. The consultant shall schedule appoints to perform appraisals at a convenient time for each property owner. The estimated time for completion shall be approximately 60 to 90 days.

Property Type	Form Used	Price/Parcel
Vacant Land	LND	\$500.00 each
Single Family Residents	Fannie Mae 2005	\$800.00 each
Residential Income Property – Apt/Multi Family	FNMA 1025	\$1,100.00 each
Commercial Property	Narrative Format	\$2,200.00 each

Further, any additional time will be charged at the following rates:

- A. Pre-trial or deposition \$125.00 per hour. Portal to Portal
- B. Court Testimony \$1,000 per day or any parts thereof
- C. Any update required will be at the same hourly rate as pre-trial.

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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 County Administrator.

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. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 99-629

IN THE MATTER OF APPROVING THE BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DIGITAL DOCUMENT ARCHIVE WRITER :

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, August 9, 1999, at 9:45 AM.**

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

RESOLUTION NO. 99-630

IN THE MATTER OF AWARDDING A CONTRACT FOR THE BERLIN TOWNSHIP DRAINAGE IMPROVEMENTS PROJECT

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for purpose of addressing local redevelopment needs, with one such project being the Berlin Township Drainage Improvements Project in Cheshire; and

WHEREAS, Delaware County did open bids for the referenced project on July 12, 1999; and

WHEREAS, the project engineer for the referenced project has determined that S.E. Park Enterprises submitted the lowest and best bid for the Berlin Township Drainage Improvements Project.

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 awards a Contract in the amount of \$29,230.10 to S.E. Park Enterprises for the Construction of the Berlin Township Drainage Improvements Project.

SECTION II. That the Board of Commissioners authorizes the President of the Board to execute the contract documents for the referenced project.

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

RESOLUTION NO. 99-631

IN THE MATTER OF AWARDDING A CONTRACT FOR FAIR HOUSING SERVICES FOR THE DELAWARE COUNTY FY 98 FORMULA CDBG PROGRAM

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for purpose of addressing local redevelopment needs; and

WHEREAS, participation in the CDBG program requires that Delaware County affirmatively further fair housing efforts; and

WHEREAS, the County has competitively procured for fair housing services and determined that the proposal submitted by Donald B. Eager & Associates, Inc. is the lowest and best.

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

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SECTION I. That the Delaware County Board of Commissioners hereby awards a contract in the amount of \$2,000 to Donald B. Eager & Associates, Inc. for the provision of FY 98 CDBG fair housing services .

SECTION II. That the Board of Commissioners authorizes the President of the Board to execute the consulting documents for the referenced services.

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

RESOLUTION NO. 99-632

IN THE MATTER OF APPROVING A CHANGE ORDER FOR THE GENERAL CONTRACT FOR THE ASHLEY SANITARY SEWER IMPROVEMENTS PROJECT

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for purpose of addressing local redevelopment needs, with one such project being the Ashley Sanitary Sewer Improvements Project; and

WHEREAS, Delaware County did execute a general contract with Kirk Bros. Co., Inc. the referenced project in the amount of \$527,000.00 on October 5, 1998; and

WHEREAS, the project engineer for the referenced project has determined that Change Order 1 is necessary in order to correct certain situations at the project site and assure proper operation of the Ashley Wastewater Treatment Plant.

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 Change Order Number One for the General Contract for the Ashley Sanitary Sewer Improvements Project contract in the amount of \$26,210.00, bringing the total contract amount to \$553,210. The County's share of Change Order Number One will be \$20,494.10, with the remainder covered by Issue 2 funds.

SECTION II. That the Board of Commissioners authorizes the President of the Board to execute Change Order 1 for the General Contract for the Ashley Sanitary Sewer Improvements Project.

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

RESOLUTION NO. 99-633

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Michael Crawford has accepted our offer of employment as EMA Assistant; effective date of hire is August 9, 1999.

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

RESOLUTION NO. 99-634

IN THE MATTER OF FULL AND FINAL NUISANCE SETTLEMENT OF TIMOTHY D. SHEETS, ET AL., V. SHERIFF AL MYERS, ET AL.:

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

Whereas, Timothy D. Sheets filed a lawsuit against Delaware County in United States District Court,

Whereas, the Delaware County Prosecutor and the Board of Commissioners of Delaware County have agreed that settlement of the nuisance value of this lawsuit is in the best interest of Delaware County;

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to pay the nuisance value of \$7,500.00 to Timothy D. Sheets, Jennifer Sheets, and Robert E. Giffin and Robert G. Kennedy, their attorneys, for the full and final settlement and dismissal with prejudice, Case No. C2 98-005 (United States District Court for the Southern District of Ohio, Eastern Division) against Delaware County, its agents, officials, and employees.

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

RESOLUTION NO. 99-635

IN THE MATTER OF APPOINTING LETHA GEORGE AS THE DELAWARE BOARD OF
COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY
CONVENTION AND VISITORS' BUREAU

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 an individual to the Delaware County Convention and Visitors' Bureau for a specific term of January 1, 1998, to December 31, 2000, and

Whereas, Patrick Porter is the current appointed individual to serve this position, and

Whereas, Patrick Porter has resigned his position with Delaware County and as the Delaware County representative on the Convention and Visitors' Bureau,

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Letha George to the Delaware County Convention and Visitors' Bureau for the remainder of the January 1, 1998 through December 31, 2000 term, and

Further be it resolved, that Myra Williamson will serve as alternate to Letha George in her absence.

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

10:00 AM Bid Opening for Bulk Gasoline and Diesel Fuel

Bids received from Petroleum Traders
BP Amaco

10:15 AM Bid Opening for Dump Beds, Central Hydraulic Systems, Snow Plows and Tail Gate Spreaders

Ace Truck Body \$57,915.00
Buckeye Truck \$60,285.00
Dexter Company \$56,220.00

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners