

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 29, 1999**

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

James Ward , Deborah Martin, Donald Wuertz

10:00 AM – Bid Opening for Harlem & Miller Paul Road Culvert

The following bid were opened:

McDaniel Corporation	\$996,510.99
Kelcorp	\$633,633.00
J. J. Schlagel	\$652,085.00

Bids will be reviewed and a recommendation will follow.

RESOLUTION 99-248

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL
MATTERS ORC 121.22(G)(1) TO CONSIDER THE APPOINTMENT, EMPLOYMENT
DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION, OR COMPENSATION OF A PUBLIC
EMPLOYEE OR OFFICIAL... AT 10:04 AM:**

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

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

RESOLUTION 99-249

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:57 AM:

It was moved by Mrs. Martin seconded by Mr. Ward to adjourn into Regular Session:

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

RESOLUTION NO. 99-250

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETINGS HELD MARCH 22, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, March 22, 1999.

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

PUBLIC COMMENT

RESOLUTION NO. 99-251

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 238182
THROUGH 238628 :**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 238182 through 238628 on file in the office of the Delaware County Commissioners

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

RESOLUTION NO. 99-252

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Building Regulations is requesting that Roger Adkins, David Diehl, and Ric Irvine attend a Fire Alarm Seminar at Dayton on May 11, 1999, in the amount of \$480.

CSEA is requesting the Sandy Fouty, Linda Milliron, Gail Skatzes, and Agela Kelly attend the Secretaries Luncheon at the Delaware Community Auditorium on April 21 in the amount of \$52.00

Juvenile Court is requesting that Stuart Berry attend a Psychotherapy Society Conference at Cincinnati on

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April 16, 1999, in the amount of \$234.00

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

RESOLUTION 99-253

IN THE MATTER OF PROCLAIMING THE MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH:

- Whereas, in our society violence against women and children continues to escalate; and
- Whereas, sexual violence affects every person in the County of Delaware as a survivor or as a family member, significant other, neighbor or co-worker of a survivor; and
- Whereas, the County of Delaware recognizes the importance of designating a time devoted to increasing the general public’s awareness of sexual assault; and
- Whereas, many citizens of Delaware County are working to provide quality services and assistance to sexual assault survivors; and 35 staff and volunteers help staff the hotlines, respond to emergency calls and offer support, comfort and advocacy during medical exams and criminal justice proceedings, and
- Whereas, Delaware County sexual assault program volunteers and staff promote sexual assault prevention by offering education programs in schools, churches and civic organizations as well as professional training to medical, mental health, law enforcement, education and criminal justice personnel regarding sexual assault issues; and
- Whereas, Delaware County’s sexual assault programs and other professionals and supporters have joined together as the Sexual Assault Response Network to support each other in their work and to provide the County of Delaware and it citizens with a central source of information on sexual assault; and
- Whereas, it is vitally important that continued education efforts to provide information about prevention and services to survivors of sexual violence be supported and enhanced; and
- Whereas, it is critical to identify public awareness of sexual violence, to educate people about the need for citizen involvement in efforts to reduce sexual violence, to increase support for agencies providing sexual assault services, and to increase awareness of the healing power of creative expression, and
- Whereas, HelpLine requests public support and assistance as it continues to work toward a society where all women, children and men can live in peace, free from violence and exploitation;

Now Therefore Be It Resolved, The Delaware County Commissioners of the County of Delaware, Ohio do hereby proclaim the month of April as Sexual Assault Awareness Month in the County of Delaware and commend this observance to all citizens.

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

RESOLUTION NO. 254

IN THE MATTER OF PLAN AND PLAT APPROVAL FOR HOME ROAD WIDENING; HARVEST WIND PHASE 4; AND RIVERBY ESTATES PHASE 2:

It was moved by Mrs. Martin seconded by Mr. Ward to approve the following Plans and Plats:

Home Road Widening Plan

Situated in the Township of Concord

Harvest Winds, Phase 4

Situated in the Township of Genoa, Part of Farm Lot 3 & 4 in Section 4, Township 3, Range 17, in the United States Military Lands

Riverby Estates, Phase 2

Situated in the Township of Delaware, County of Delaware, State of Ohio, and being Part of Farm Lot 9, Section 1, Township 4, Range 19, United States Military Lands, containing 15.377 acres of land out of that original 60.845 acre tract of land conveyed to Riverby Development Company, Limited, an Ohio Limited

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Liability Company by Deed of Record as found in Deed Book 601, Page 744, Recorder's Office, Delaware, Ohio. Lot numbers 859 through 882. Lot fee in the amount of \$72.00.

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

RESOLUTION NO. 255

IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR WALKER WOOD, SECTION 4; MEADOWS AT CHESHIRE, SECTION 3, PARTS 1 & 2:

It was moved by Mr. Ward and seconded by Mrs. Martin to approve the following Subdividers Agreements:

WALKER WOODS, SECTION 4

THIS AGREEMENT executed on this 29th day of March 1999, **between PLANNED COMMUNITIES, INC.**, as evidenced by **WALKER WOOD, SECTION 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" (available at the Engineer's Office), 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 on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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 noncompliance with any of the provisions and stipulations of the **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 **SEVENTEEN 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. Proposed plans should include provisions for street name signs which will be installed by the **SUBDIVIDER**. 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

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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 **OF 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.

CONSTRUCTION ESTIMATE – STREET	\$147,953.50
CONSTRUCTION ESTIMATE – EROSION	12,210.00
CONSTRUCTION ESTIMATE – STORM	51,543.69
	\$211,707.19

MEADOWS AT CHESHIRE, SECTION 3, PART 1

THIS AGREEMENT executed on this 29th day of March 1999, **between DOMINION HOMES**, as evidenced by **MEADOWS AT CHESHIRE, SECTION 3, PART 1** Subdivider’s Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** 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” (available at the Engineer’s Office), which is

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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 on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SEVENTEEN THOUSAND FOUR HUNDRED DOLLARS (\$17,400)** 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. Proposed plans should include provisions for street name signs which will be installed by the **SUBDIVIDER**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon 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.

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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 OF 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.

CONSTRUCTION ESTIMATE – STREET	\$167,001.00
CONSTRUCTION ESTIMATE – STORM	35,940.00
CONSTRUCTION ESTIMATE – EROSION	13,578.75
	\$216,519.75

MEADOWS AT CHESHIRE, SECTION 3, PART 2

THIS AGREEMENT executed on this 29th day of March 1999, **between DOMINION HOMES**, as evidenced by **MEADOWS AT CHESHIRE, SECTION 3, PART 2** Subdivider's Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and **the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** 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" (available at the Engineer's Office), 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 on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SEVENTEEN THOUSAND FOUR HUNDRED DOLLARS (\$17,400)** 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. Proposed plans should include provisions for street name

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signs which will be installed by the **SUBDIVIDER** . When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon 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 **OF 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.

CONSTRUCTION ESTIMATE – STREET	\$193,726.25
CONSTRUCTION ESTIMATE – STORM	141,475.00
CONSTRUCTION ESTIMATE – EROSION	14,978.75
	\$350,180.00

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

RESOLUTION NO. 99-256

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
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2166	Ameritech	E. Powell Road	Trench & directional bore
2179	Time Warner Comm.	Braumiller Road	Place three 1-1/2" conduits
2180	General Telephone	Northpoine Phase 2	Extend conduit system
2181	Columbus Southern	Home Road	Relocate line
2182	Columbia Gas	Wren Lane	Install gas tap

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

RESOLUTION NO. 257

IN THE MATTER OF APPROVING SPECIAL HAUL PERMITS FOR OVERSIZE AND OVERWEIGHT LOADS:

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

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance of Special Haul Permit*;

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners

PERMIT APPLICANT	PERMIT ID	#	FEE
PHIL TACKETT	P0399	62,500	\$150.00
NOBLE & SONS CONSTRUCTION	P0400	32,500	\$150.00
JERRY TOMLINSON	P0401	<80,000	\$150.00
JOHN BARROWS EXCAVATING	P0402	40,000	\$150.00
HAYNER PLUMBING, HEATING & EXCAVATION	P0403	<80,000	\$150.00
HAYNER PLUMBING, HEATING & EXCAVATION	P0404	<80,000	\$150.00
COLUMBUS BUILDERS SUPPLY	P0405	56,000	\$150.00
COLUMBUS BUILDERS SUPPLY	P0406	29,000	\$150.00
COLUMBUS BUILDERS SUPPLY	P0407	75,000	\$150.00
SHEPHERD EXCAVATING INC	P0408	30,000	\$150.00
R & R PIPELINE INC	P0409	28,040	\$150.00
R & R PIPELINE INC	P0410	80,000	\$150.00

TOTAL POSTED ROAD EXPECTED DAMAGE FEE \$1,800.00

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

RESOLUTION NO. 99-258

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

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, April 19, 1999, at 10:05 AM**

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

RESOLUTION NO. 99-259

IN THE MATTER OF ACCEPTING AND AWARING THE BID SUBMITTED BY MOBILE VIDEO SERVICES, INC. FOR GEO-REFERENCED DIGITAL STRUCTURE PHOTOGRAPHY

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AND GPS AND GIS DATA COLLECTION FOR ADDRESS INVENTORY PROPOSAL:

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

Whereas, Delaware County went out to bid and bids were taken on March 15, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by Mobile Video Services, Inc. has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Mobile Video Services, Inc. in the amount of \$64,875.00 for the Geo-Referenced Digital Structure Photography and GPS and GIS Data Collection for Address Inventory Project:

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

RESOLUTION NO. 99-260

**IN THE MATTER OF APPROVING RENEWAL GRANT APPLICATION FOR THE
COMMUNITY SERVICE RESTITUTION PROJECT:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the Renewal Grant Application for the Community Service Restitution Project.

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

RESOLUTION NO. 99-261

**IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR DESERET, MEDALLION
ESTATES, SECTION 8, SCIOTO RESERVE TREATMENT PLANT AND WALKER WOODS,
SECTION 7, PHASES 1 & 2:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve sanitary sewer plans for Deseret, Medallion Estates, Section 8, Scioto Reserve Treatment Plant and Walker Woods, Section 7, Phases 1 & 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION 99 – 262

**IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR BIG BEAR FARMS,
SECTION 8:**

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

BIG BEAR FARMS, SECTION 8

This agreement executed on this 29nd day of March, 1999, by and between NORTHWEST FARM PROPERTY, LLC as evidenced by the BIG BEAR FARMS, SECTION 8 Subdivision Plat as filed with the Delaware County Recorder. Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT , pay to the DELAWARE COUNTY SANITARY ENGINEER \$301,876.54 representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a surcharge of \$1,555.62 for each single family residential connection, for 67 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 (\$140,000.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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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 \$6,500.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

RESOLUTION NO. 99-263

IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN LIBERTYDALE, PHASE 2:

It was moved by Mrs. Martin seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Libertydale, Phase 2 1,404 feet of 8 inch sewer 7 manholes

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

RESOLUTION 99-264

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

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

Terri L. Hunt is recommended for promotion to full time as an Intermediate/Med Tech I; effective date of promotion is 3/29/99

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

RESOLUTION NO. 99-265

7:20 PM - IN THE MATTER OF A PUBLIC HEARING TO MAKE CHANGES TO THE FLOOD PREVENTION REGULATIONS FOR DELAWARE COUNTY:

Hearing opened at 7:25 PM

Mr. Fowler noted that ODNR supports the proposed text changes to the Flood Prevention Regulations for Delaware County

Hearing closed at 7:28 PM

RESOLUTION NO. 99-266

Whereas, the Flood Damage Prevention Regulations for Delaware County were adopted and/or amended in October of 1996; and

Whereas, by virtue of authorization in section 307.37 and 307.85 of the Ohio Revised Code, this plan may be amended. This code allows for the adoption of regulations for flood hazard areas that are necessary for participation in the National Flood Insurance Program; and

Whereas, certain text changes have been submitted and supported by the Ohio Department of Natural Resources, and said changes have been made available for public review; and

Whereas, two public hearings were advertised and held for public input on March 22 and 29, 1999; and no objections to the changes were heard .

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Therefore Be It Resolved, by the Board of County Commissioners, Delaware County, State of Ohio, that said amended Flood Damage Prevention Regulations (final draft dated 3/19/99) is hereby adopted as the Flood Damage Prevention Regulations of Delaware County, Ohio; and

Further be it Resolved; that said amended Flood Damage Prevention Regulations include the Flood Insurance Study and Corresponding Maps both dated April 21, 1999, and the revised fee schedule.

This Resolution shall be effective on April 28, 1999.

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

RESOLUTION NO. 99-267

7:30 PM – PUBLIC HEARING – BASHAM LANE ROAD VACATION

Hearing opened at 7:37 PM

Hearing closed at 9:00 PM

Mr. Ward moved to continue this hearing 60 days to give the petitioner an opportunity to provide more information. The hearing to reconvene on June 1, 1999, at 8:00 PM, Mrs. Martin seconded.

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

RESOLUTION NO. 99-268

8:00 PM – CONTINUATION OF PUBLIC HEARING FOR REQUESTED NAME CHANGE OF LACKEY OLD STATE ROAD

Hearing opened at 9:00 PM

Persons for and against the name change were heard.

Hearing closed at 9:45 PM

It was moved by Mr. Ward and seconded by Mrs. Martin to deny the request to change the name of Lackey Old State Road.

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

RESOLUTION 99-269

8:15 PM - PUBLIC HEARING NO. 2 FOR FY99 CHIP

Hearing opened at 9:55 PM

Mr. Garver gave a brief review of the program and how it works.

Hearing closed at 10:11 PM

RESOLUTION 99-270

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION WITH THE OHIO DEPARTMENT OF DEVELOPMENT FOR FY 99 COMPREHENSIVE HOUSING IMPROVEMENT PROGRAM (CHIP) FUNDS:

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

WHEREAS, during the CHIS update and CDBG participation process various housing needs have been identified in the County; and

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Comprehensive Housing Improvement Program (CHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County has the authority to apply for financial assistance and to administer funds received from the State of Ohio, Department of Development, through the Comprehensive Housing Improvement Program.

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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. The Delaware County Board of Commissioners hereby authorizes the Submittal of an FY 99 CHIP application in the amount of \$ 656,000 that includes the following activities:

- 1. Private Rehabilitation: \$240,000
- 2. Private Rental Rehabilitation: 70,000
- 3. New Housing Construction: 80,000
- 4. Tenant Based Rental Assistance: 70,000
- 5. Temporary Relocation: 20,000
- 6. Lead Evaluation/Reduction: 60,000
- 7. Administration: 47,900
- 8. Implementation: 68,100

SECTION II. The Board of Commissioners authorizes the President of the Board to act accordingly in the administration of FY 99 CHIP funds, and understands and agrees that participation in the CHIP Program requires compliance with Program guidelines and assurances.

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

RESOLUTION NO. 99-271

IN THE MATTER OF ESTABLISHING A NEW FUND NUMBER FOR COMMON PLEAS SPECIAL PROJECTS:

It was moved by Mrs. Martin and seconded by Mr. Ward to approve the establishment of this new fund for Common Pleas Special Projects:

NEW FUND

84-25-2550 Common Pleas Court - Special Projects Fund
Special Revenue Fund

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners