

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 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

RESOLUTION NO. 99-404

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETINGS HELD MAY 10, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, May 10, 1999.

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

PUBLIC COMMENT

Larry Fisher, Director of Emergency Services introduced Ms. Shelia Perin the new office manager for his department.

Mr. Francis McCreary of Kelly McMaster Road thanked the Commissioners for having the foresight to put the Roads and Bridges Tax Levy on the ballot. He noted it was a much needed project and he also thanked the commissioners for the Main Road Bridge Replacement.

Mr. Wuertz pointed out there are posters on display in the foyer showing the appreciation of youths in the area for the fine work Terry Conant, Dog Warden, does working with young people in the County. He complemented Terry on the fine work she does.

RESOLUTION NO. 99-405

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 241828
THROUGH 242905:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 241828 through 242905 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-406

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

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the treasurer's monthly report.

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

RESOLUTION NO. 99-407

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Vicki Cortez-Fleshman attend a Self-Assured Relaxation Controlling Seminar at Columbus, Ohio on June 15, 1999, in the amount of \$88.

Commissioners are requesting that Dave Cannon and Kevin Williams attend a OHPELRA Merit Pay in the Public Sector seminar in Columbus June 18, 1999, in the amount of \$281.00.

Administrative Services is requesting that Myra Williamson attend a SERB Ohio Public Sector Developing Labor Law Seminar at Columbus on June 25, 1999, in the amount of \$90.00.

Dog and Kennel is requesting that Terry Conant attend the Continuing Education /ATI & OSU at Wooster on August 23 through 28, 1999, in the amount of \$1035.

Dog and Kennel is requesting that John King attend a Dog Fighting Seminar at Toledo, Ohio on May 26, 1999, in the amount of \$70.00.

Dog and Kennel is requesting that John King attend an Emergency Disaster Management Seminar at Columbus on June 15, 1999, in the amount of \$75.00.

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Dog and Kennel is requesting that Jay Shannon attend an Euthanasia Technician Training Seminar at Columbus, Ohio on July 15 & 16, 1999, in the amount of \$160.00

Dog and Kennel is requesting that Terry L. Conant attend the CCAO/OCDWA Summer Conference in Cleveland, Ohio on June 13 through June 15 in the amount of \$330.00.

Commissioners are requesting that Debbie Martin attend the NACo Conference at St. Louis, MO on July 16 through 20, 1999, in the amount of \$895.

Code Enforcement is requesting that Sandy Lewis attend a "Management of Counter Personnel Seminar in Lansing Michigan on June 22, 1999, in the amount of \$120.00.

OECC is requesting that Rich Felton attend a Wastewater Lab Workshop in Columbus on May 18, 1999, in the amount of \$80.00.

Engineering is requesting that Chris Bauserman attend the CCAO/CEAO Summer Conference at Cleveland on June 13 through 15, 1999, in the amount of \$775.00.

Administrative Services is requesting that Cindi Blair attend a Fundamentals of Health & Welfare Seminar at Columbus on June 10, 1999, in the amount of \$177.50.

Administrative Services is requesting that Tom Corpora attend a CLCCA Meeting in Cleveland on June 15 and 16, 1999, in the amount of \$185.00.

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

RESOLUTION NO. 99-408

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO GAIL G. SKATZES UPON HER RETIREMENT FROM PUBLIC SERVICES WITH DELAWARE COUNTY:

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

WHEREAS, Gail G. Skatzes has been an employee with Delaware County for 16 years and

WHEREAS, Gail G. Skatzes has faithfully served the citizens of Delaware County through her Involvement with the Delaware County Child Support Enforcement Agency, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express its sincere appreciation to Gail G. Skatzes for her many years of service to the citizens through the Department of Human Services.

NOW THEREFORE BE IT RESOLVED; That the Board of County Commissioners of Delaware County hereby officially congratulates Gail G. Skatzes on her retirement and wishes her the very best in all her future endeavors, and

BE IT FURTHER 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. Wuertz Aye Mr. Ward Aye

RESOLUTION 99- 409

IN THE MATTER OF PROCLAIMING MAY 16-22, 1999, AS EMERGENCY MEDICAL SERVICES WEEK:

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

WHEREAS, Emergency Medical Services is a vital public service; and

WHEREAS, Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, Efforts to establish emergency medicine as a medical specialty began 25 years ago; and

WHEREAS, The members of emergency medical service teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

WHEREAS, The designation of Emergency Medical Services Week will service to educate the people of Delaware County about injury prevention and how to respond to a medical emergency.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, do hereby proclaim the week of May 16-22, 1999 as Emergency Medical Services Week Delaware County and encourage the community to observe this week with appropriate programs, ceremonies, and activities.

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

RESOLUTION NO. 99-410

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO EDGAR C. HARRISON UPON HIS INDUCTION INTO THE CENTRAL OHIO SENIOR CITIZENS HALL OF FAME:

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

WHEREAS, Edgar C. Harrison is being honored for his service to the Central Ohio Community, and

WHEREAS, Edgar C. Harrison has faithfully served the citizens of Delaware County through his involvement with the AARP Tax-Aide Program, as well as his service to his church and his community, and

WHEREAS, During the past 12 years over 200 senior citizens annually in the County have received free services in their annual tax preparation due to Edgar C. Harrison's contribution and efforts through the Tax-Aide Program.

NOW THEREFORE BE IT RESOLVED: the Board of Commissioners of Delaware County wishes to express its sincere appreciation to Edgar C. Harrison on his induction into the Central Ohio Senior Citizens Hall of Fame and wishes him the very best in his future endeavors, and

BE IT FURTHER 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: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-411

IN THE MATTER OF PLAN APPROVAL FOR GREEN MEADOWS COMMERCIAL:

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

Green Meadows Commercial Street, Storm and Water Improvements

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

RESOLUTION NO. 99-412

IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR GREEN MEADOWS COMMERCIAL AND SCIOTO RESERVE-HOME ROAD IMPROVEMENTS:

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

Green Meadows Commercial

THIS AGREEMENT executed on this 17th day of May, 1999, between **NATIONWIDE MUTUAL INSURANCE COMPANY** as evidenced by the **GREEN MEADOWS COMMERCIAL** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD**

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OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**, but an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-SEVEN THOUSAND NINE HUNDRED DOLLARS (\$37,900)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the

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County an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION ESTIMATE - STREET	\$304,528.00
CONSTRUCTION ESTIMATE - STORM	<u>168,927.00</u>
TOTAL	\$473,500.00

Scioto Reserve - Home Road Improvements

THIS AGREEMENT executed on this 17th day of May, 1999, between **CHARLES VINCE** as evidenced by the **SCIOTO RESERVE – HOME ROAD IMPROVEMENTS** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**, but an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

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ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$67,700)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**

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

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent the right And privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION ESTIMATE - STREET	\$847,905.00
CONSTRUCTION ESTIMATE – CULVERTS (DELAWARE COUNTY SHARE)	- 92,366.00
CONSTRUCTION ESTIMATE – STREET SUBTOTAL	755,539.00
INSPECTION FEES – TOTAL	67,700.00
ESTIMATE – CULVERT ENGINEERING (DELAWARE COUNTY SHARE)	- 7,200.00

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INSPECTION FEES TOTAL & ENGINEERING 75,100.00
 INSPECTION FEES (CULVERT WORK –
 DELAWARE COUNTY SHARE) - 7,400.00

TOTAL CREDITS DUE THIS WORK \$ 67,700.00

Credit Balance - \$92,366 - \$67,700 = \$24,666 (\$24,700)

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

RESOLUTION NO. 99-413

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 right-of-way work permit summary sheet:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2190	Suburban Natural Gas	Curve Road	Lay plastic pipe
2194	Sprint Telephone	Center Village Road	Replace buried wire
2195	Sprint Telephone	Red Bank Road	Replace buried wire
2196	Suburban Natural Gas	Hollenback Road	Bore under road
2197	Suburban Natural Gas	Piatt Meadows	Lay gas main
2198	Suburban Natural Gas	Walker Wood 4	Lay gas main

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

RESOLUTION NO. 99-414

**IN THE MATTER OF APPROVING CONTRACT WITH THE RIGTER COMPANY FOR
NORTH GALENA BRIDGE REPLACEMENT:**

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

AGREEMENT made and entered into this 17 day of May, 1999, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **THE RIGTER COMPANY** hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **SIX HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND NINETY-EIGHT CENTS (\$644,513.98)**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all the necessary material, labor and equipment required to complete the project known as **North Galena Road Truss Bridge Replacement**, Delaware County, Ohio, in accordance with **Plans, Drawings, General Specifications, Invitation to Bid for same hereto attached; which Plans, Drawings, General Specifications, State of Ohio Department of Transportation Specifications and Invitation to Bid** are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees resulting from any operations of said **SECOND PARTY**, his subcontractors, agents or employees.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the Delaware County Engineer with a certified copy of the Contractor's payroll. **SECOND PARTY** also agrees that it will be his sole responsibility to provide any and all revisions to the **Prevailing Wage Rates** as provided to him by **Delaware County** during the course of this project to any and all subcontractors he may use on this project.

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

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

RESOLUTION NO. 99-415

ESTABLISHING THE NEED FOR THE DECLARATION OF NEED FOR A FUTURE INTERCHANGE AT I-71 AND BIG WALNUT ROAD TOWNSHIP ROAD NUMBER 119 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO DECLARED NECESSARY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO

DELAWARE COUNTY ENGINEER

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WHEREAS, Section 5553.04 of the Ohio Revised code, provided that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it shall so declare by Resolution; now, therefore, upon motion of Commissioner Ward, seconded by Commissioner Martin:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1) That it is necessary for the public convenience and welfare that proceedings be initiated for the declaration of need for a future Interchange at I-71 and Big Walnut Road (TR 119) and purchase right-of-way as appropriate, in Orange Township, Delaware County, Ohio. as set forth in the reports, surveys, and/or plats provided by the County Engineer.

Section 2) That on **June 7, 1999, at 1:00 pm** , on the line of said proposed improvement be and the same is hereby fixed as the time and place for viewing I-71 and Big Walnut Road Future Interchange, in Orange Township, Delaware County, Ohio. The final hearing on this matter will follow this viewing and be held at the office of the Board of County Commissioners on **June 7, 1999, at 8:30 pm.**

Section 3) That the Clerk of the Board of County Commissioners of Delaware County, Ohio, be and hereby is directed to cause legal publication thereof to be made in accordance with the law.

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

RESOLUTION NO. 99-416

ESTABLISHING THE NEED FOR THE DECLARATION OF NEED FOR REPLACING THE HOME ROAD BRIDGE OVER O'SHAUGHNESSY RESERVOIR ON HOME ROAD COUNTY ROAD NUMBER 124 IN CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO DECLARED NECESSARY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO.

DELAWARE COUNTY ENGINEER

WHEREAS, Section 5553.04 of the Ohio Revised code, provided that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it shall so declare by Resolution; now, therefore, upon motion of Commissioner Martin, seconded by Commissioner Ward:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1) That it is necessary for the public convenience and welfare that proceedings be initiated to replace the Home Road Bridge over O'Shaughnessy Reservoir, on Home Road, County Road number 124 in Concord Township, Delaware County, Ohio as set forth in the reports, surveys, and/or plats provided by the County Engineer.

Section 2) That **June 7, 1999, at 2:30 pm** be and the same is hereby fixed as the time and place for viewing Home Road bridge over O'Shaughnessy Reservoir, in Orange Township, Delaware County, Ohio. The final hearing on this matter will follow this viewing and be held at the office of the Board of County Commissioners on **June 7, 1999, at 8:45 pm.**

Section 3) That the Clerk of the Board of County Commissioners of Delaware County, Ohio, be and hereby is directed to cause legal publication thereof to be made in accordance with the law.

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

RESOLUTION NO. 99-417

IN THE MATTER OF APPROVING THE SUBMITTAL OF THE COURT SECURITY FUNDING GRANT FOR THE COURT OF COMMON PLEAS:

It was moved by Mrs. Martin seconded by Mr. Ward to approve the application for funding in the amount of \$23,000 through the Court Security Funding Grant for the Court of Common Pleas.

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

RESOLUTION NO. 99-418

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IN THE MATTER OF ADOPTING A RESOLUTION OF AN AGREEMENT ENTERED INTO, BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE PORTER-KINGSTON FIRE BOARD:

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

WHEREAS, the Emergency Services Directorate, Emergency Medical Services (EMS) Department, desires to implement additional emergency medical coverage in the northeastern area of Delaware County, and

WHEREAS, the Porter-Kingston Fire Board has voiced a desire to support additional emergency medical coverage in their Fire District that will provide greater service to the citizens of Delaware County and allow for cost savings to both the County and Porter Kingston, and

WHEREAS, the signatories desire to enter into an agreement in a manner provided by ORC 009.6 and ORC 4765.01:

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County and the Porter-Kingston Fire Board in consideration of the promises of and by the mutual advantages to each of the parties hereto, and by the promises each of the other have made, it is hereby agreed that:

ARTICLE I – PREAMBLE

This Agreement is entered into this 17th day of May, 1999, between the Delaware County Board of Commissioners (referred to as “County”), and the Porter-Kingston Fire Board (referred to as Porter-Kingston), to establish terms and conditions of operating an Emergency Medical Services medic unit out of the Porter-Kingston Fire Department facility. The terms and responsibilities of this agreement for both parties are as established by the laws of Ohio.

ARTICLE II – FACILITY USE

Use of the Porter-Kingston Fire Department facility will be as follows:

Apparatus Bay:

The eastern most bay will be designated as the County EMS bay for purposes of storing the medic unit. The County Duty crew will be responsible for keeping this area clean and cleared of obstructions. The remaining three bays will house fire-fighting equipment and the fire department will have responsibility for maintaining their area.

Day Room:

This will be a **shared** area. Duty and the fire department members will be responsible for cleaning up after themselves.

Kitchen:

This will be **shared** area. Duty and the fire department members will be responsible for cleaning up after themselves.

Office:

This will be **shared** area. Duty and the fire department members will be responsible for cleaning up after themselves.

Parking:

Duty crews will use rear parking lot for their privately owned vehicles. Duty crew personnel **will not** park in areas designated for fire personnel responding to the fire station on emergency runs.

Training Room:

This will be a shared area. Duty and fire department personnel will be responsible for cleaning up after themselves.

ARTICLE III – EQUIPMENT USE

The County will not utilize or borrow any Porter-Kingston equipment except that equipment identified by this Agreement. The County will be responsible for replacing or repairing any equipment that Duty Crew personnel have damaged. Replacement or repair is at the discretion of the County and will be for like or similar equipment. No County equipment will be used by Porter-Kingston. Equipment at Porter-Kingston that may be used by County personnel includes:

Kitchen Appliances:

The Delaware County Duty crew may use kitchen appliances as needed. County personnel are responsible for cleaning up appliances and area after each use.

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Furniture:

County Duty personnel may use existing furniture in-place at the Porter-Kingston station.

Phone Lines:

Duty crew personnel may use existing telephone equipment and lines. Duty personnel will maintain a phone log and the County will be responsible for all long distance charges accrued by County personnel.

Radio Alerting System:

The County will be part of the existing radio alerting system at Porter-Kingston that provides dispatch alerts throughout the facility. Porter-Kingston is responsible for maintaining this system.

Administrative Equipment:

Duty crew personnel may use existing administrative equipment such as facsimile, copier, etc. Duty crew personnel will not use computer equipment at Porter-Kingston.

ARTICLE IV - SUPPLIES

The County is responsible for equipping and maintaining all medical supplies for the medic vehicle. Additionally, no medical equipment will be maintained at the Porter-Kingston facility other than what is available on the medic vehicle. Medical supplies, fuel and oxygen will be replenished from the receiving hospital or Sunbury EMS station as appropriate. Further, the County is responsible for all cleaning and administrative supplies, such as forms, paper, pens, etc.

ARTICLE V – REMUNERATION

The County agrees to remunerate Porter-Kingston for the county’s use of Porter-Kingston facility and equipment. Remuneration for 1999 will be at a rate of 10% of the total utilities cost for 1998 and billed to the County immediately upon ratification of this agreement. Each succeeding years charges will be at 10% of the annual utilities cost for the proceeding year. Utility costs to be calculated include; telephone, electricity, gas and grounds maintenance. Porter-Kingston will invoice Delaware County EMS for payment of this charge on an annual basis at the beginning of each succeeding year for as long as this agreement is in affect. The County will pay invoiced charges or notify Porter-Kingston of any discrepancies within 60 days of the invoice date.

ARTICLE VI – INSURANCE CERTIFICATES

Both parties of this agreement will provide the other with a Certificate of Insurance that indicates liability coverage. Each party will immediately notify, in writing, of any changes to their coverage.

ARTICLE VI – DISPUTE RESOLUTION

Dispute procedures are specifically designed to deal with any alleged violations of this agreement or as a result of any operational procedures that adversely impact on either party. Disputes from either party will be forwarded in writing to the Delaware County EMS Manager and/or the Porter-Kingston Fire Chief respectively. The party receiving a dispute has five days to respond in writing to the other party. The response should include any findings or recommended solutions to the dispute. If the dispute cannot be resolved through written notification, the EMS Manager will meet with the Porter-Kingston Fire Chief to arrive at a resolution.

ARTICLE VII – SOG’S

The County Duty crew will conduct its operations under the EMS Suggested Operating Guidelines (SOG). Duty personnel will always be under the direct control and supervision of the County. Any conflicts that develop as a result of these guidelines will be resolved IAW Article VI. The County and Porter-Kingston will both operate under the same medical protocol and Medical Director.

ARTICLE VIII – DURATION

This agreement shall remain in effect for a continuing term conditioned upon the annual authorization, reaffirmation, approval and payment of the proportionate cost share.

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

RESOLUTION 99-419

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY RLF FUNDS FOR THE ZEHNDER OPTOMETRY EXPANSION PROJECT

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

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

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

WHEREAS, the County's RLF Review Committee has reviewed the application and supporting documentation for the Zender Optometry Expansion Project and recommended RLF participation in same.

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

SECTION I. That the Delaware County Board of Commissioners hereby approves an RLF loan in the amount of \$45,000 to David W. Zehnder, O.D. complete the financing for the referenced project. Said loan shall be at a fixed rate of 5.5%, amortized for fifteen years. The loan shall be secured by personal and corporate guarantees, a second mortgage on the project real estate, and key man insurance for the first five years of the RLF loan.

SECTION II. Upon passage of this resolution, approval of the Project Report Form by the Ohio Department of Development, and clearance of ERR timeframes, the President of the Board shall be authorized to execute the Legally Binding Document for the RLF financing for the referenced project.

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

RESOLUTION 99-420

A RESOLUTION AUTHORIZING AWARDING A CONTRACT FOR PLANNING SERVICES FOR THE FY 98 FORMULA CDBG GALENA PLANNING PROJECT

It was moved by Mrs. Martin, seconded by Mr. Ward 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 the purpose of addressing local government needs; and

WHEREAS, Delaware County has been awarded FY 98 Formula CDBG funds by the Ohio Department of Development (ODOD) to facilitate the implementation of community redevelopment projects throughout the County, with one such project being preparation of a Master Plan for the Village of Galena; and

WHEREAS, Delaware County has obtained proposals for said planning services from three firms, and the proposal from Poggemeyer Design Group was determined to be 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:

SECTION I. That the Delaware County Board of Commissioners hereby authorizes execution of a contract with Poggemeyer Design Group in the amount of \$12,225 for the preparation of a Master Plan for the Village of Galena.

SECTION II. Funding for this contract shall include \$10,000 in CDBG funds and \$2,225 from the Village of Galena.

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

RESOLUTION NO. 99-421

IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR MIDDLEBURY ESTATES; VILLAGES OF OAK CREEK, PHASE 10, PARTS A & B:

It was moved by Mr. Ward seconded by Mrs. Martin to approve sanitary sewer plans for Middlebury Estates and Villages of Oak Creek, Phase 10, Parts A & B. for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 99-422

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IN THE MATTER OF APPROVING CHANGE ORDER # 5 WITH T. G. BANKS FOR WORK ON THE MAINTENANCE FACILITY:

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

T. G. Banks

Original Contract	\$367,656.00
Previous Change Orders	\$ 15,067.00
Contract Total Prior to this change order	\$382,723.00
This Change Order will Increase	<u>\$ 8,168.20</u>
New Contract Total	\$390,891.20

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

RESOLUTION NO. 99-423

IN THE MATTER OF APPROVING CHANGE ORDER # 6 WITH JAY-CAR CONSTRUCTION FOR WORK ON THE MAINTENANCE FACILITY:

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

Jay-Car Construction

Original Contract	\$ 19,333.00
Previous Change Orders	\$ 450.00
Contract Total Prior to this Change Order	\$ 19,783.00
This Change Order will Increase	<u>\$ 2,075.00</u>
New Contract Total	\$ 21,858.00

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

RESOLUTION NO. 99-424

IN THE MATTER OF SIGNING BOND DOCUMENTS FOR PARTICIPATION IN THE PERRY/MULTI COUNTY JUVENILE FACILITY:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve signing of bond documents for the Perry/Multi County Juvenile Facility due to the location of the facility changing from Roseville to New Lexington, Ohio, and the name changing from Roseville Juvenile Facility to the Perry/Multi County Juvenile Facility and the funding increasing from \$2,000,000.00 to \$2,100,000.00.

The Board of County Commissioners of the County of , Ohio met in regular session this date with the following members present: Deborah Martin, James D. Ward, and Don Wuertz,

Mrs. Martin offered the following resolution and moved its passage, which motion was duly seconded by Mr. Ward

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED MULTI-COUNTY CONTRACT AND AN AGREEMENT OF SUBLEASE WITH RESPECT TO THE PERRY/MULTI-COUNTY JUVENILE FACILITY

WHEREAS, the undersigned are the duly elected Board of County Commissioners of County, Ohio (the "County"); and,

WHEREAS, pursuant to Chapter 152 of the Ohio Revised Code enacted under authority of the Constitution of Ohio, particularly Section 2i of Article VIII thereof, which authorizes the Ohio Building Authority ("Authority") to issue obligations of the State of Ohio as from time to time authorized by the General Assembly of the State of Ohio (the "General Assembly") to pay costs of capital facilities for the purpose of housing agencies of state government, including the housing of personnel, equipment or functions that such state agencies are responsible for housing, and pursuant to the authorization of the General Assembly contained in Amended Substitute Senate Bill No. 264 enacted by the 121st General Assembly, Amended Substitute House Bill No. 850 enacted by the 122nd General Assembly, and as may be contained in other legislation heretofore or hereafter enacted by the General Assembly, the Authority intends to finance the costs of certain capital facilities, including the Perry/Multi-County Juvenile Facility ("Project"), a multi-county rehabilitation center for juvenile offenders; and

WHEREAS, the Authority, by Resolution No. 1990-3 adopted June 5, 1990 (the "General Bond Resolution") and by a Trust Agreement dated as of June 1, 1990 (the "Original Trust Agreement", and as supplemented and

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amended from time to time, the "Trust Agreement"), has provided for the issuance from time to time of Juvenile Correctional Facilities Bonds (including bonds, notes or other evidences of obligation) of the State (the "Bonds") to, among other purposes, finance the acquisition, construction or renovation of single-county or joint-county juvenile facilities authorized under Section 2151.65 of the Ohio Revised Code, including the Project; and

WHEREAS, to provide for the planning, construction and operation of the Project, the County, pursuant to Section 307.15 of the Ohio Revised Code, desires to enter into an Amended and Restated Multi-County Contract (the "Multi-County Contract") in the form attached hereto as Exhibit A among the Ohio counties of Coshocton, Delaware, Fairfield, Knox, Licking, Perry, Morgan and Muskingum (the "Participating Counties") and the Juvenile Court Judge of each such county, pursuant to which the County of Perry, Ohio ("Lead County") is designated as the lead county and that the Lead County is authorized to exercise any power, perform any function, or render any service which the Board of County Commissioners of each of the other Participating Counties may exercise, perform, or render regarding the planning and construction of the Project.

WHEREAS, pursuant to the terms of the Multi-County Contract, the Lead County desires to enter into an Agreement of Sublease in the form attached hereto as Exhibit B between the Ohio Department of Youth Services and the Lead County to provide for the payment of the construction costs of the Project and the subleasing of the Project to the Lead County.

NOW, THEREFORE, BE IT RESOLVED, that any two or more members of the Board of County Commissioners of the County be, and hereby are, authorized to execute and deliver the Multi-County Contract on behalf of the County in the form attached hereto as Exhibit A, with such changes as are not adverse to the County as such members of the Board of County Commissioners may approve, such execution being conclusive evidence of approval of any such changes and the form of Agreement of Sublease is hereby approved.

FURTHER RESOLVED, that any member of the Board, or any other official or employee of the County, is authorized and directed to execute and deliver all such instruments, consents and certificates and take all such further action as may be necessary, advisable or appropriate to carry out the transactions contemplated by the foregoing resolutions.

FURTHER RESOLVED, that it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board of County Commissioners.

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

RESOLUTION NO. 99-425

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

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

Lori Williams has accepted a position as Records Clerk; effective date of hire is May 17, 1999

Jeremy Johnston has resigned his part time position as a paramedic; effective date of resignation is May 7, 1999

Jennifer Landon has accepted a position as a Farmland Preservation Intern; effective date of hire is May 17, 1999

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

10:00 AM - Bid Opening-- Main Road Bridge

Mr. Bauserman opened three bids.

Righter Company	\$668,945.75
Armstrong Steel Erectors	\$639,400.45
Kelcorp	\$667,495.00

The Estimate on this project was \$745,000.00

The Bids will be evaluated and a recommendation made at a future time.

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There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners