

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 25, 1999**

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

Present: James Ward, Deborah Martin, Donald Wuertz

**RESOLUTION NO. 99-895**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held October 18, 1999, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

Mrs. Martin reported that the 911 discussions are moving along quite well. It is hoped that a resolution will be reached by next Monday.

Clerk, Letha George notified those in attendance the Commissioners will be addressing a liquor license requests for the Delaware Ashley Drive Thru at 1646 US 42 North on November 1, 1999, and a license transfer request from Halls Kilbourne Market to McCarty's Market at 5660 Kilbourne Road on November 15, 1999.

**RESOLUTION NO. 99-896**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 254783 THROUGH 255288:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 254783 through on file in 255288 the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-897**

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

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

Human Services is requesting that Keith Matlack attend the Ohio's Independent Living Conference at Columbus on October 25 and October 26, 1999, in the amount of \$24.00.

Human Services is requesting that Carrie Block attend the Adoption Ohio Regional Meeting at Columbus on October 18, 1999, in the amount of \$25.80.

Human Services is requesting that Kathy Mason and Wendi Stephens attend the FACSIS meeting at Columbus on October 28, 1999, in the amount of \$25.00.

Human Services is requesting that John Reeves and Marcy Downing attend the Deviant Sexual Behavior Seminar at Columbus on December 6, 1999, in the amount of \$196.00.

Engineering is requesting that Chris Bauserman, Ryan Mraz, Clyde Seidle, and Tiffany Brinkmoeller to attend the CCAO/CEAO Winter Conference at Columbus on November 29 through December 1, 1999, in the amount of \$1,054.40.

Engineering is requesting that Patrick Bailey and Brian Dilley attend the Workshop for Roadside Design at Columbus on October 26, 1999, in the amount of \$147.00.

Environmental Services is requesting that Joe Scherler and Joe Holbrook attend the Wireless Alarm Systems Seminar at Columbus on November 11, 1999, in the amount of \$60.00.

Human Services is requesting that Jim Little attend the Independent Living Conference on October 25 & 26 at Columbus, in the amount of \$42.00 .

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

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**RESOLUTION NO. 99-898**

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

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
001-2610-040	Court Security - Equipment	\$ 3,000.00
052-0079-074	CDBG – CHIP 98	\$ 2,000.00

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-0120-035 Commissioners – Contingency	001-0120-047 Commissioners - Transfers	\$ 10,095.00
052-0079-074 CDBG – CHIP Srvs & Chrgs	052-0079-015 CDBG – CHIP Mat & Sups	\$ 600.00

**TRANSFER OF FUNDS**

FROM:	TO:	AMOUNT:
001-0120-047 Commissioners - Transfers	075-0920-087 Data Board – Transfer-in	\$ 10,095.00
111-4530-047 Children's Services - Transfers	003-4520-087 Public Assistance - Transfer-in	\$ 100,000.00

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

**RESOLUTION NO. 99-899**

**IN THE MATTER OF APPROVING RESOLUTION OF CONGRATULATIONS FOR ROSE BLANCHARD AS MOLE OF THE YEAR FOR 1999-2000:**

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

Whereas, A Mole contains  $6.02 \times 10^{23}$  atoms or molecules and has a mass equal to the gram atomic mass or molecular mass, and the mole concept gives chemists the power to calculate masses of individual molecules, to know the number of molecules involved in chemical reactions and to predict the amounts of products of those reactions whether in a test tube in a laboratory, or in a large reaction vessel in a factory.

Whereas, Chemistry students in Delaware County will be studying and celebrating the importance of the Mole in chemistry classes, and

Whereas, the National Mole Day Foundation, Prairie du Chein, Wisconsin, is a nonprofit organization dedicated to promoting activities to reinforce the importance of the Mole, and

Whereas, The National Mole Day Foundation has named Rose Blanchard, teacher at Buckeye Valley High School Mole of the Year for 1999-2000.

Therefore be it Resolved, the Board of Delaware County Commissioners hereby wish to express their sincere congratulations to Rose Blanchard on receiving this most prestigious honor.

Further be it Resolved, the Clerk of the Board of County 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 NO. 99-890**

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**IN THE MATTER OF APPROVING A REVISED DITCH PETITION FOR TARTAN FIELDS 8, 9, 10 AND 11:**

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

**JOINT DITCH MAINTENANCE PETITION**  
Tartan Fields, Phase 8, 9, 10 & 11

We the undersigned owners of .59.126 acres in Concord Township, Delaware County and in Jerome Township, Union County, Ohio proposed to create a subdivision known as Tartan Fields, Phase 8, 9, 10 & 11 as evidenced by the attached subdivision plat (Exhibit "A"). This plat has been approved and signed by the Delaware County Regional Planning Commission, the Delaware County Engineer, the L.U.C. Planning Commission and Union County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the attached Subdivider's Agreement, Exhibit "B"). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on the attached Exhibit "C", be accepted as a part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a joint public viewing and joint hearing and ask that your board approve this action in separate hearings.

The cost of the drainage improvements is \$ 215,982.00 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 108 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 1,438.13 per lot. An annual maintenance fee equal to 2% of this basis (\$ 28.76) will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 3,081.60 has been paid to Delaware County and \$ 1,238.04 to Union County.

Delaware County will be the lead agency in maintaining the drainage improvements contained in this petition. Union County Commissioners agree to collect the assessments for those lots in Union County and transfer those funds to Delaware County for use in maintaining their improvements.

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

For the purpose of storm water assessment any joint Union County/Delaware County lots will be collected by the Delaware County Auditor.

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

**RESOLUTION NO. 99-891**

**IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR RIVER BEND, SECTION 6 AND FOURWINDS DRIVE, PHASE 1:**

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

**River Bend, Section 6**

**THIS AGREEMENT** executed on this 25th day of October 1999, between **PLANNED COMMUNITIES, INC.** as evidenced by the **RIVER BEND SECTION 6** 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 the Engineer's Estimate approved October 19, 1999, 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

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explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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**Fourwinds Drive, Phase 1**

**THIS AGREEMENT** executed on this 25<sup>th</sup> day of October 1999, between **MTB CORPORATION** as evidenced by the **FOURWINDS DRIVE PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved October 11, 1999 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

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

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for labor or material incident to said construction of improvements.

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

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

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

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

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

**RESOLUTION NO. 99- 892**

**IN THE MATTER OF AUTHORIZATION TO TAKE ACTION ON THE BONDS OF M/I SCHOTTENSTEIN AND F. A. KOHLER COMPANY FOR SUBDIVISIONS MEDALLION ESTATES, SECTION 7, PARKSHORE, SECTION 4 AND DAVENTRY PARK, SECTION 1, PHASE 5:**

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

Whereas proper notification has been given to M/I Schottenstein Homes and F. A. Kohler Company that action will be taken against the bonds of their respective subdivisions if no response has been received from them by October 28, 1999. As of this date no response has been received. Therefore authority to take action is requested.

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

**RESOLUTION NO. 99-893**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2259	Sprint Telephone	CR 605	Place buried cable
2284	Columbia Gas	Strathshire Hall Place	Install gas main
2285	Columbia Gas	Harvest Wind Phase 4	Install gas main
2286	Columbia Gas	Harvest Wind Phase 5	Install gas main
2291	Del-Co Water	Liberty North Road	Install 4" waterline
2291	Del-co Water	Chambers Road	Install 4" waterline
2292	Columbia Gas	Africa Road/Lake Trail Drive	Install gas main
2298	Columbia Gas	Maxtown Road	Install gas main
2299	Southeastern Natural Gas	Home Road	Install gas service
2300	Columbia Gas	Maxtown Road	Extend gas main
2302	`Sprint Telephone	Alexander Road	Place buried cable
2305	General Telephone	Cheshire Road	Replace cable
2306	Ameritech	Maxtown Road	Place telephone cable
2309	Columbus Southern Power	Liberty Road	Place electric cable
2310	Columbia Gas	Palmer and Deacon Courts	Install gas main
2311	Lincoln Construction	Liberty Road	Install sewer/water lines
2312	Sprint Telephone	Perfect Road	Install telephone cable

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

**RESOLUTION NO. 99-894**

**IN THE MATTER OF REMOVING THE TEMPORARY SPEED LIMIT REDUCTION ON HYATTS ROAD:**

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

Whereas on September 7, 1999, a temporary speed limit reduction to 35 miles per hour on Hyatts Road was approved during its use as a detour route while a section of Home Road was closed. The work in this area is now complete; therefore, the County Engineer is requesting the removal of this temporary reduction.

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

**RESOLUTION NO. 99-895**

**IN THE MATTER OF APPROVING THE PROPOSAL FOR ASBESTOS SURVEY FOR THE DELAWARE COUNTY ENGINEER'S COMPLEX BUILDING ADDITION AND INTERIOR RENOVATIONS:**

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

Re:        **PROPOSAL FOR ASBESTOS SURVEY**  
           **DELAWARE COUNTY ENGINEER'S COMPLEX**  
           **BUILDING ADDITION & INTERIOR RENOVATIONS**  
           50 Channing Street  
           Delaware, Ohio 43015

Chryatech, Inc. is pleased to submit for your review and approval this proposal for performing an Asbestos Survey of designated portions of the facility referenced above. On October 14, 1999, I had the opportunity of meeting with you and performing a preliminary inspection of this facility to obtain general knowledge concerning the presence of suspect asbestos-containing building materials (ACBM). As a part of this inspection, we reviewed the scope of the improvements work as defined in the Preliminary Study & Conceptual Cost Estimate prepared for the County, dated August 30, 1999. This proposal reflects our conversations and review of these drawings, and my observations at the site. We appreciate having this opportunity to assist you with the identification of asbestos-containing building materials associated with this facility.

**ASBESTOS SURVEY**

To our knowledge, no other asbestos survey has been performed for the designated portions of this facility. The designated portions of the facility to be inspected for asbestos are the areas impacted by the renovation work in the South Wing (basement, first and second floor areas). Pursuant to your direction, those areas of the North Wing impacted by the renovation are not to be inspected, because of previous asbestos inspections and abatement work.

We propose to provide a comprehensive inspection of the suspect asbestos-containing building materials (ACBM) in accordance with current EPA (40 CFR 61, Subpart M) and OSHA (29 CFR 1926.1101) requirements and sampling protocol. A report will be prepared including a listing of sampled materials, indicating the type and location of the sampled suspect asbestos-containing materials, and the results of the sample analysis confirming the ACBM. Laboratory analysis documentation and technician qualifications will also be attached to this report. This survey and the associated report will comply with the EPA's NESHAP inspection requirements prior to renovation or demolition. One copy of the completed report will be transmitted to you for your permanent records.

All field technicians participating in the inspection and sampling activities will be certified by the Ohio Department of Health as "Asbestos Hazard Evaluation Specialists", as is required by Ohio law. Bulk sample analysis will be performed by a NVLAP-accredited laboratory using Polarized Light Microscopy (PLM). The EPA recommends that for PLM results that are within the range of >1% -10% asbestos content that further analysis be performed to confirm the presence of asbestos. The microscopy methods used for this more detailed analysis are the "point count" PLM method and Transmission Electron Microscopy (TEM). Since using these methods is dependent on the results of the initial PLM analysis and to some degree the type of material being tested, the analysis of bulk samples by "point count" or TEM is not included in this proposal. Should the initial PLM results fall within the >1%-10% range, we will discuss with you the appropriateness of performing this additional analysis and obtain your approval to proceed. The cost of "point count" or qualitative TEM analysis is \$50.00 per sample.

The following building materials have been identified as suspect, and will be sampled and analyzed for the presence of asbestos.

· 12" x 12" resilient floor tile	12" x 12" resilient floor tile mastic
carpet mastic	2' x 4' acoustic ceiling tile
gypsum board	gypsum board joint compound

The resilient sheet flooring located in the first floor lobby area is not considered to be a suspect a material, because it has been installed within the last two years.

**FEES**

Chryatech, Inc. will provide the noted services for not-to-exceed cost of FIVE HUNDRED DOLLARS (\$500.00). This proposal includes the analysis of a maximum of eighteen (18) bulk samples and the survey report will be transmitted to you within a week after receipt of the laboratory analysis report. Please note that if any one of the

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samples, in any one homogeneous material group, is analyzed and found to be asbestos-containing, then none of the remaining samples in that group are analyzed; and you will only be charged for those samples analyzed. Should costs or expenses be incurred that may exceed this cost, you will be notified prior to the start of any activity that will result in additional costs. We will not proceed with any additional work until so approved by you or your representative. The following is a breakdown of the proposed costs:

Labor.....	\$284.00
Analytical (18 samples x \$12.00 each) .....	216.00
Total.....	\$500.00

CONDITIONS

1. All on-site survey activities will be performed at specific times as mutually agreed.
2. This proposal does not include the preparation of abatement contract documents, the coordination of bidding, and/or abatement monitoring and administration services.

BILLING

Billing will be at the completion of the work. Payment for services will be due within thirty (30) calendar days of the billing and we reserve the right to charge interest at a rate of 18% per annum on all unpaid balances.

INSURANCE

One million dollars in Professional Liability Insurance, General Liability Insurance and Worker's Compensation Insurance are provided. Certificates confirming said insurance coverage can be forwarded to you upon request.

Chryatech, Inc. is prepared to begin this work immediately. Your signature of approval or the signature of an authorized person on the attached copy of this letter, returned to our office, indicates your acceptance of these conditions and for us to proceed with this work as directed. Should you wish to endorse a more formal agreement, we would be most pleased to discuss these terms with you at your convenience.

We very much appreciate having this opportunity. Should you have any questions concerning this proposal, please contact me at your earliest convenience.

Cordially,

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

**RESOLUTION NO. 99-896**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Thomas Wilkinson has accepted the offer of employment as a Certified Plans Examiner for the Code Compliance Department; effective date of hire is November 1, 1999.

Aldo Falasca accepted the offer of employment as a Water Reclamation Operator, worked one day and resigned; effective date of termination is October 19, 1999.

Larry Hager, Jr. has accepted the offer of employment as an Income Maintenance Worker with Human Services; effective date of hire is November 15, 1999.

Cathy Humphreys has accepted the offer of employment as an Income Maintenance Worker with Human Services; effective date of hire is November 15, 1999.

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

**RESOLUTION NO. 99-897**

**IN THE MATTER OF ACCEPTING THE BID AND AWARDING CONTRACT TO HP PRODUCTS CORPORATION FOR CLEANING SUPPLIES FOR DELAWARE COUNTY:**

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

WHEREAS, Delaware County received bids for cleaning supplies for Delaware County on October 11, 1999. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by HP Products Corporation



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has been determined to be the lowest and best bid for cleaning supplies;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by HP Products Corporation and award contract for cleaning supplies for Delaware County.

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

**RESOLUTION NO. 99-898**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS SUBMITTED BY ADECCO EMPLOYMENT SERVICES, AMERITEMPS, INC., AND OLSTEN STAFFING SERVICES FOR TEMPORARY STAFFING SERVICES FOR DELAWARE COUNTY:**

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

Whereas, Delaware County received three bids for temporary staffing services on October 11, 1999, and;

Whereas, after reviewing the bids from Adecco employment services, Ameritemps, Inc., and Olsten Staffing Services, and all bids received were good bids, and;

Whereas, Delaware County wishes to contract with at least two vendors to assure availability and pricing of the best qualified temporary staffing personnel;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bids submitted Adecco employment services, Ameritemps, Inc., and Olsten Staffing Services for temporary staffing services for Delaware County.

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

**RESOLUTION NO. 99-899**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE DRUG COURT IMPLEMENTATION INITIATIVE GRANT:**

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the award of the Drug Court Implementation Initiative Grant in the amount of \$339,761.00.

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

**RESOLUTION NO. 99-900**

**ESTABLISHING AND DECLARATION OF THE NEED FOR LAND ACQUISITION TO CONSTRUCT A COUNTY ADMINISTRATION BUILDING AS RECOMMENDED BY THE 20/20 FACILITIES COMMITTEE AND DECLARED A NECESSITY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**

WHEREAS, The Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to acquire real property in order to construct a County administration facility, it shall so declare by Resolution; now, therefore, upon motion of Commissioner Mrs. Martin, seconded by Commissioner Mr. 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 Delaware County acquire real property to construct a County Administration Building.

Section 2: That the County Administrator, or his designee, negotiate with property owners to agree on purchase price of the property and bring forward in open session an agreement to the Board of County Commissioners.

Section 3. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

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**RESOLUTION NO. 99-901**

**IN THE MATTER OF CREATING A DELAWARE COUNTY TRANSIT BOARD:**

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

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

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

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

WHEREAS, The Delaware County Board of Commissioners favor the continuation of public transportation in Delaware County, and have passed resolution 99-717 that when such a Transit Board is prepared to assume responsibility for the operations of the transportation system, the Board of County Commissioners will create, by formal resolution, a County Transit Board and transfer all assets under the control of Delaware Area Transportation Association.

WHEREAS, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils, and committees, and

WHEREAS, The Board of Commissioners of Delaware County shall appoint individuals to the Delaware County Transit Board serving initial staggering terms (two individuals for one year term, two individuals for two year term and three individuals for three year term), and

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

Section I. That the Delaware County Commissioners establish a County Transit Board as outlined in Ohio Revised Code (ORC) 306.01 & 306.02, effective October 25, 1999.

Section II. That such Transit Board is prepared to assume responsibility for the operations of the transportation system.

Section III. That the Delaware County Commissioners transfer all assets, contracts, property, and debts of under the control of Delaware Area Transportation Association to the newly created County Transit Board.

Section IV. That the Board of Commissioners at Delaware County, State of Ohio, appoint to the Delaware County Transit Board the following individuals indicating their specified terms:

Debra Lamp	One Year Term	October 25, 1999, to October 24, 2000
Matthew Montague	One Year Term	October 25, 1999, to October 24, 2000
John Lewis	Two Year Term	October 25, 1999, to October 24, 2001
Sharon Lloyd	Two Year Term	October 25, 1999, to October 24, 2001
Eric Hubbs	Three Year Term	October 25, 1999, to October 24, 2002
Thomas Jones	Three Year Term	October 25, 1999, to October 24, 2002
Lee Lydic	Three Year Term	October 25, 1999, to October 24, 2002

Section V. That the Board of County Commissioners hereby designates Thomas Jones as the chairman of the Delaware County Transit Board as allowed by ORC 306.02.

Section VI. That the Board of County Commissioners hereby establish a new fund, The County Transit Board Fund, an enterprise fund, to operate and account for all the financial activity of the Delaware County Transit Board.

Section VII. That the Delaware County Commissioners will continue to be the grant recipient for the remainder of calendar year 1999, and will hold such grant funds in the Public

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Transportation Demonstration Grant Fund to continue to fund the existing operations of the Board and allow access to the grant funds to the Delaware County Transit Board.

Section VIII. That the Delaware County Commissioners hereby repeal resolution 98-1019 and eliminate the agreement with the Delaware County Board of Developmental Disabilities effective immediately

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

**Terry Conant, County Dog Warden, Annual Report**

**RESOLUTION NO. 99-902**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR POSSIBLE LAND ACQUISITION AND PERSONNEL AT 10:00:**

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 NO. 99-903**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:38:**

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session:

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

**2:00 PM Bid Opening for Village of Ostrander Accessible Restroom Project**

There being no further business, the meeting adjourned.

Deborah Martin \_\_\_\_\_

James D. Ward \_\_\_\_\_

Donald Wuertz \_\_\_\_\_

\_\_\_\_\_  
Letha George, Clerk to the Commissioners