

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 17, 2000**

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

8:30 AM Dale Wilgus- Investment Committee

RESOLUTION NO. 00-318

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD APRIL 10, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held April 10, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

Mr. Fisher introduced Mr. John Tracy the new 911 Operations Manager

RESOLUTION NO. 00-319

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 269455 THROUGH 270100:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 269455 through 270100 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-320

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Maintenance is requesting that Butch Bogen attend the H. P. Products, Floor Care Seminar at Columbus on April 27, 2000, in the amount of \$35.00.

Human Services is requesting that Lisa Cabot attend the Eating Disorder and Managing Burnout Conference at Plain City on April 14, 2000, in the amount of \$40.00.

EMA is requesting that Michael Crawford attend the CAMEO Course in Columbus on August 29 through September 1, 2000, at no cost.

Commissioners are requesting that Debbie Martin, Dave Yost and Dave Cannon attend the Rating Agency Presentation at New York City on April 20 through April 21, 2000, in the amount of \$3,517.00.

County Engineer is requesting that Dick Burnett and Cindy Davis attend the Public Works Conference at Columbus on May 17 or May 18, 2000, in the amount of \$150.00.

OECC is requesting that Paul Sandstrom attend the Wastewater Pretreatment Workshop at Columbus on May 9, 2000, in the amount of \$70.00.

Juvenile Court is requesting that seven employees attend the CASA Training Conference at Columbus on May 15 through May 16, 2000, in the amount of \$70.00.

Records Center is requesting that Christine Shaw attend the InforMigration: Management and Preservation Seminar at Columbus on April 20, 2000, in the amount of \$139.00.

Human Services is requesting that Pamela Pruett attend the FS Payment Accuracy Conference at Worthington on July 25 through July 26, 2000, in the amount of \$30.00.

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

RESOLUTION NO. 00-321

IN THE MATTER OF PLANS APPROVAL FOR DORNOCH ESTATES, SECTION 3 AND WOODS OF DORNOCH, SECTION 2:

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

Dornoch Estates, Section 3

Section 1 & 4, Township 4, Range 19, United States Military Lands, Delaware and Liberty Township, Delaware County, Ohio.

Woods of Dornoch, Section 2

Section 1, Township 4, Range 19, United States Military Lands, Delaware Township, Delaware County, Ohio.

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

RESOLUTION NO. 00-322

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U-000029	Sprint Telephone	County Line Road	Place telephone service
U000030	Sprint Telephone	CR 605	Bury cable
U000031	Del-Co Water	Todd St. Road	Install waterline

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

RESOLUTION NO. 00-323

IN THE MATTER OF APPROVING SPECIAL HAULING PERMITS:

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

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.

The total Special Hauling Permit Fee amounts are in the sum of \$850.00 as shown below and are supported by the individual listings of applicants on the following page(s).

ANNUAL PERMITS	\$250.00
POSTED ROAD PERMITS (FEBRUARY 1 to JUNE 1)	\$600.00
TOTAL PERMIT FEES	\$850.00

POSTED ROAD PERMITS							
APPLICANT	TAG #	PHONE	FAX	WEIGHT	\$	DATE	CHECK #
COPLEY'S TRUCKING INC	P468			58,000	\$ 150.00	3/29/2000	
COPLEY'S TRUCKING INC	P469			64,000	\$ 150.00	3/29/2000	
COPLEY'S TRUCKING INC	P470			64,000	\$ 150.00	3/29/2000	
COPLEY'S TRUCKING INC	P471			58,000	\$ 150.00	3/29/2000	
SUB-TOTAL (APRIL 17, 2000)					\$ 600.00		

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ANNUAL PERMITS

MILLER PAVING MAINTENANCE	A110		740.444.3591	32,100	\$75.00	3/20/2000	
MILLER PAVING MAINTENANCE	A111		740.444.3592	31,940	\$75.00	3/20/2000	
AEP	A112	740.964.5424	740.964.5400	78,000	\$100.00	4/3/2000	46564
SUB-TOTAL (APRIL 17, 2000)					\$250.00		

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

RESOLUTION NO. 00-324

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR ASPHALT MATERIALS:

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

Whereas, Delaware County went out to bid and bids were taken on March 27, 2000, and

Whereas, after carefully reviewing the bids received, the bids submitted by the companies listed, 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 as listed below:

For MC 30 Materials:

Koch Materials Company, Marathon Ashland Petroleum, Asphalt Materials, Inc. and Bituminous Products

For RS-2 Materials:

Koch Materials Company, Marathon Ashland Petroleum, Asphalt Materials, Inc. and Bituminous Products Company

For SS-1 or SS-1H Materials:

Koch Materials Company, Marathon Ashland Petroleum and Asphalt Materials, Inc.

For 301 Materials:

Mar-Zane, Kokosing, Apple Smith Corporation and Shelly Materials

For 402 Materials:

Mar-Zane, Kokosing, Apple Smith Corporation and Shelly Materials

For 404 Materials:

Mar-Zane, Kokosing, Apple Smith Corporation and Shelly Materials

For HPM Materials:

Kokosing, Apple Smith Corporation and Shelly Materials

For Cold Patch Materials:

Apple-Smith Corporation

For 2 Men and a Paver:

Mar-Zane, Kokosing and Shelly Materials

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

RESOLUTION NO. 00-325

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING TO CONSIDER REPLACEMENT OF THE SOUTH GALENA ROAD BRIDGE DECK OVER LITTLE WALNUT CREEK:

It was moved by Mr. Wuertz, seconded by Mr. Ward to set date and time for viewing South Galena Road Bridge:

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Deck over Little Walnut Creek, Bridge #34-01.20. Notice is hereby given that it is the intention of the Board of County Commissioners of Delaware County, Ohio, to begin investigation for the replacement of the above referenced project, Delaware County, Ohio.

Notice is hereby given that on April 27, at 2:00 PM the Delaware County Commissioners will leave their office at 101 North Sandusky to view the above mentioned proposed improvements. A final public hearing to consider the improvement will be held on May 1, at 7:30 PM in the hearing room of the Board of County Commissioners located at 101 North Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 00-326

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

John A Coletta has been promoted from Med Tech I to Med Tech II for EMS: effective date of promotion is April 8, 2000.

Connie S. Ward has resigned her position as Social Service Worker I for Human Services; effective date of resignation is March 21, 2000.

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

RESOLUTION NO. 00-327

IN THE MATTER OF APPOINTING TERESA WALKER AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY HUMAN SERVICES PLANNING COMMISSION:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the appointment to Human Services Planning Commission.

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 individual(s) to the Delaware County Human Services Planning Commission for an unspecified term, beginning Monday, April 17, 2000, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Teresa Walker to the Delaware County Human Services Planning Commission.

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

RESOLUTION NO. 00-328

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR GIANT EAGLE #6503:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following Sanitary Subdivider's Agreement:

Giant Eagle #6503

This agreement executed on this 17th day of April, 2000, by and between CONTINENTAL BUILDING SYSTEMS SUBDIVIDER, as evidenced by the GIANT EAGLE #6503 and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for mall 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.

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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 the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$1,620.00 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 \$45.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 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 Autocad DWG files or DXF files.

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

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

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

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

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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. 00-329

IN THE MATTER OF APPROVING CONTRACT WITH C & P ENGINEERING & INSPECTION, INC FOR RESIDENTIAL PLAN REVIEW AND INSPECTION SERVICES; AND REPEALING RESOLUTION NO. 00-292 APPROVED ON APRIL 3, 2000

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

This AGREEMENT, made and entered into this 17th day of April, 2000, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "County" and C & P Engineering & Inspections, Inc., with offices at 7766 Kilbourne Road, Sunbury, Ohio 43074, hereinafter called "ENGINEER"

WHEREAS, the COUNTY is in need of residential plan review & inspection services in the county; and

WHEREAS, the ENGINEER is qualified as a residential plans examiner; electrical safety inspector, & certified building inspector and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ENGINEER to provide to the COUNTY residential plan review and inspection services.

Now, THEREFORE, COUNTY and ENGINEER, in consideration of their mutual covenants, herein agree as follows:

SECTION 1. BASIC SERVICES OF THE ENGINEER

- A. The ENGINEER shall provide residential plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The ENGINEER shall provide electrical safety inspector and/or certified building inspector services on an as needed basis, as authorized by the Chief Building Official.
- C. The ENGINEER shall review drawings submitted to the Building Department for conformance with the Delaware County Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ENGINEER shall provide to the COUNTY an "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ENGINEER agrees to review and return drawings to the COUNTY within one (1) week from the date of receipt by the ENGINEER.
- D. The ENGINEER shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT.
- E. The ENGINEER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- F. The ENGINEER shall furnish own vehicle for transportation.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the ENGINEER:

- A. The COUNTY shall furnish clerical services and standard forms necessary for the execution of the services.
- B. Provide prompt written notice to the ENGINEER whenever the COUNTY observes or is made aware of the ENGINEER'S default or non-conformance with the AGREEMENT and afford the ENGINEER reasonable opportunity to cure such defect or non-conformance.

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- C. Provide conference and meeting facilities for the ENGINEER to meet with applicants in regards to the work performed by the ENGINEER pursuant to this Contract.
- D. Use its best effort to secure release of other data held by others necessary for the ENGINEER to perform their obligations under this Contract.
- E. The COUNTY will assist the ENGINEER by placing at its disposal all available information necessary for the ENGINEER to faithfully perform their obligations under this AGREEMENT.

SECTION III. BASIS OF PAYMENT

- A. The ENGINEER shall be compensated by payment for services based upon the fee schedule below.
 - Residential plan review-\$50/hr
 - Single certification inspector-\$45/hr.
 - Dual Certification inspector-\$50/hr.
 - Reimbursable expenses – At cost
 - Mileage - \$0.32/mile
- B. The ENGINEER shall provide a written statement indicating the total time spent for each review upon return of the plans and ENGINEERS written Addendum or Correction Letter.
- C. The ENGINEER shall provide a written statement indicating the time spent for each inspection. This shall be provided at the time inspection results are delivered each day.
- D. The ENGINEER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty (40) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit and/or project name, dates of service and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

SECTION IV. GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The ENGINEER shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall run for a period of one year from said date. This AGREEMENT may be renewed for one year periods upon mutual agreement of both parties.
- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.
- E. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.
- F. Indemnification-The ENGINEER shall indemnify, keep and save harmless the COUNTY and its respective officers, agents, and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The ENGINEER, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.

The COUNTY shall indemnify, keep and save harmless the ENGINEER up to \$25,000. The COUNTY, at its own expense, shall defend the ENGINEER in all litigation, pay attorney fees, damages, court costs and other expenses and satisfy and cause to be discharged any judgments obtained against the ENGINEER, its officers, agents, and employees arising out of the litigation or claim not resulting from a negligent act, error, or omission in the performance of the professional services under this AGREEMENT up to an amount not to exceed \$25,000.

It is expressly agreed that the professional services provided under this Contract are of such a nature that the ENGINEER is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and ENGINEER, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is determined that the ENGINEER or any of its officers, agents, and employees has acted with malicious intent, reckless disregard, discrimination, harassment, or has generally abused the discretion afforded under these professional services.

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FURTHER BE IT RESOLVED THAT RESOLUTION 00-292 IS NOW REPEALED

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

RESOLUTION NO. 00-330

IN THE MATTER OF APPROVING PLANS AND SETTING BID OPENING DATE AND TIME FOR CONTRACT S99-3 AFRICA ROAD EFFLUENT LINE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve plans and set bid opening date and time for Monday, May 22, 2000, at 2:00 PM.

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

RESOLUTION NO. 00-331

IN THE MATTER OF THE JOB TRAINING PARTNERSHIP ACT (JTPA) CLOSEOUT PLAN TO TRANSITION JTPA TO THE WORKFORCE INVESTMENT ACT OF 1998:

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

Whereas, Delaware County is a member of the Central Ohio Rural Consortium, which served as the Grant Recipient and Administrative Entity for the Job Training Partnership Act (JTPA); and

Whereas, there will be a transition from JTPA to the Workforce Investment Act as of July 1, 2000, and

Whereas, it is the joint responsibility of the Commissioners of all five member countries of the Service Delivery Area to ensure that all funds received under JTPA are properly accounted for and property and records are maintained in accordance with the law,

Then Be It Resolved, that the Delaware County Commissioners approved the JTPA closeout plan, filed with the Clerk of the Commissioners, to be submitted to the State of Ohio, and Jobs Training Partnership Act - Workforce Investment Act.

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

RESOLUTION NO. 00-332

IN THE MATTER OF AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE AGREEMENT WITH OPTIMUM PLASTICS, INC.:

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorizing the Enterprise Zone Agreement:

WHEREAS, Delaware County has, via Resolution Number 91-693, designated an area in the City of Delaware as an Enterprise Zone and has encouraged the acquisition of personal property therein; and

WHEREAS, the Director of Development of the State of Ohio has certified said area in the City of Delaware, Delaware County Enterprise Zone, effective the 16th day of September, 1991; and

WHEREAS, Optimum Plastics, Inc. has applied for incentives for a proposed expansion project in said Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the duly appointed Enterprise Zone Negotiating Committee has met with representatives of Optimum Plastics, Inc. to negotiate an Enterprise Zone Agreement, has reviewed and recommends approval of the proposed Enterprise Zone application submitted by Optimum Plastics, Inc., an enterprise which desires to expand within said Enterprise Zone, and has determined that this enterprise meets all applicable Enterprise Zone Guidelines adopted by the Delaware County Board of Commissioners and the City of Delaware; and

WHEREAS, the City of Delaware has agreed to review such applications, to approve applications which meet the guidelines, and to forward all approved proposals to the Delaware County Board of Commissioners for final approval.

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

Section 1. The Board of Commissioners recognizes that the Negotiating Committee for the City of Delaware Enterprise Zone has investigated the application submitted by Optimum Plastics, Inc. and determined that the Company is qualified to create job opportunities in said Zone.

Section 2. The Board of Commissioners hereby authorizes the execution of the Enterprise Zone

RESOLUTION NO. 00-333

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY RLF FUNDS FOR THE OPTIMUM PLASTICS, INC. EXPANSION PROJECT:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorized the use of Delaware RLF Funds for Optimum Plastics, Inc.:

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local eligible businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation; and

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

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT RESOLVED that the Delaware County Board of Commissioners, does hereby approve a loan in the amount of \$120,000 from the Delaware County Revolving Loan Fund to Optimum Plastics, Inc. to complete the financing of the referenced project. Said loan shall be made at a fixed rate of 6% for 5 years, subject to the following terms and conditions as recommended by the Delaware County RLF Review Committee:

The loan shall be secured by a subordinated lien on the assets to be purchased with the proceeds of this loan, plus a personal guarantee of repayment shall be provided by each of the owners of the Company.

Upon passage of this resolution, approval of the RLF Project Report Form by the Ohio Department of Development, and clearance of all Ohio Department of Development Environmental Review Requirements and ERR timeframes, Deborah B. Martin 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 NO. 00-334

IN THE MATTER OF AUTHORIZING THE HIRE OF BURGESS & NIPLE LIMITED AS CONSULTANTS AND AS EXPERT WITNESSES IN THE CASE OF RUDOLPH/LIBBE V. DELAWARE COUNTY COMMISSIONERS, 99-CV-H-04-131:

Whereas, the Board of County Commissioners are a defendant in the above captioned lawsuit, and

Whereas, the Board of County Commissioners of Delaware County, Ohio has determined that the services of consultants for trial preparation and expert witnesses for use at the trial are required in the above captioned case in order to achieve the ends of justice, and

Whereas, the Board of County Commissioners of Delaware County, Ohio has determined that Burgess & Niple Limited was hired by Delaware County as the Architect for the Olentangy Environmental Control Center, served as the County’s agents in supervising the construction of the project and the project is now the subject of this lawsuit.

Now, therefore, upon the motion of Commissioner Ward, seconded by Commissioner Wuertz.
BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO.

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby determine that the interests of Delaware County, Ohio require that the Board of County Commissioners of Delaware, County, Ohio authorize the hiring of Burgess & Niple Limited as consultants and expert witnesses.

Section 2. That the aforementioned shall be hired pursuant to the provisions of Ohio Revised Code Chapter 307, under the rate and conditions proposed in their Agreement for Services (Exhibit A)

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AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS
AND
BURGESS & NIPLE, LIMITED, ENGINEERS AND ARCHITECTS
FOR PROFESSIONAL ENGINEERING SERVICES

SECTION I – GENERAL

This AGREEMENT is made at Delaware, Ohio on this 17th day of April, 2000, between the Delaware County Board of Commissioners, hereinafter designated as the OWNER, and Burgess & Niple, Limited, Engineers and Architects, hereinafter designated as B&N, whose office is located at 5085 Reed Road, Columbus, Ohio 43220.

WITNESSITH: The Delaware County Board of Commissioners requires engineering services to assist the Delaware County Prosecuting Attorney in the complaint for money and damages filed by Rudolph/Libbe Environmental Group.

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION II –SCOPE OF WORK

B&N’s scope of work shall consist of providing technical assistance as and when directed by the Delaware County Prosecuting Attorney, including working with and assisting the law firm of Squire, Sanders & Dempsey, meeting with and assisting H. R. Gray & Associates, being available for and preparing for depositions, and being available for and preparing for giving testimony at the trial for the above mentioned complaint.

SECTION III – PAYMENT FOR PROFESSIONAL SERVICES

The OWNER agrees to pay B&N as compensation for professional services rendered as follows:

- A. Payment for services to be rendered under SECTION II shall be made monthly to B&N on the basis of payroll cost times a multiplier of 2.1 plus reimbursable expenses. It is difficult at this time to accurately estimate the total man-hours of work that will be requested by the Delaware County Prosecuting Attorney. Based on our present knowledge, we suggest allocating \$45,000.00.
- B. It is understood and agreed by the parties hereto that for the purpose of this AGREEMENT, payroll costs shall be based on wages and / or salaries plus a percentage of same for such items as insurance, Social Security, Workers’ Compensation, vacation, sick leave, holidays, group insurance, and retirement benefits.
- C. Reimbursable expenses will be the actual out-of-pocket expenses of transportation from the office of B&N for services provided under this AGREEMENT, the actual cost of reproduction of reports and drawings, and computer use, including equipment rental charges.

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

RESOLUTION NO. 00-335

IN THE MATTER OF AUTHORIZING THE HIRE OF H. R. GRAY & ASSOCIATES AS CONSULTANTS AND AS EXPERT WITNESSES IN THE CASE OF RUDOLPH/LIBBE V. DELAWARE COUNTY COMMISSIONERS, 99-CV-H-04-131:

Whereas, the Board of County Commissioners are a defendant in the above captioned lawsuit, and

Whereas, the Board of County Commissioners of Delaware County, Ohio has determined that the services of consultants for trial preparation and expert witnesses for use at the trial are required in the above captioned case in order to achieve the ends of justice, and

Whereas , the Board of County Commissioners of Delaware County, Ohio has determined that H. R. Gray & Associates is a construction engineering firm in Columbus, Ohio that is able to evaluate claims and damages, Rudolph/Libbe has hired a construction firm to prepare their claim and an independent evaluation of the claim would aid in the defense of this lawsuit.

Now, therefore, upon the motion of Commissioner Wuertz, seconded by Commissioner Ward.

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

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby determine that the interests of Delaware County, Ohio require that the Board of County Commissioners of Delaware, County, Ohio authorize the hiring of H. R. Gray and Associates as consultants and

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expert witnesses.

Section 2. That the aforementioned shall be hired pursuant to the provisions of Ohio Revised Code Chapter 307, under the rate and conditions proposed in their Agreement for Services (Exhibit A)

**EXHIBIT A
PROPOSED SCOPE OF SERVICES
FOR
DELAWARE COUNTY PROSECUTING ATTORNEY
RUDOLPH/LIBBE, INC.
VS.
DELAWARE COUNTY**

I. FAMILIARIZATION

- A. Review Contract Documents including plans, specifications, addenda, change orders, etc.
- B. Review Contract Agreements between Rudolph/Libbe, Inc. and Delaware County, as well as Jess Howard Electric Co. and Mohawk Mechanical.
- C. Review project correspondence, RFI's, meeting minutes, fieldwork orders, contractor certified payrolls, etc.
- D. Review project schedule and all updates.
- E. Review Rudolph/Libbe's daily reports.
- F. Review Rudolph/Libbe's claims and disputed issues.
- G. Meetings with County and/or Squire, Sanders & Dempsey (SSD), Attorney's, as necessary.

II. EVALUATION OF CONTRACTOR CLAIM

- A. Investigation and analysis of contractor claim issues. (Report by R. V. Buric)
- B. Analysis of 18 month schedule and all updates.
- C. Productivity analysis of contractor performance.
- D. Analysis of all contractors claims costs, including damage calculations, (i.e., Eichleay).
- E. Provide assistance with identification, investigation and evaluation of possible counterclaims.
- F. Memo to County Prosecutor and SSD of preliminary findings and conclusions.
- G. Meetings and discussions with County and SSD, as necessary.

III. LITIGATION SUPPORT

- A. Provide assistance with negotiation, depositions and defense strategy.
- B. Provide assistance with document discovery and deposition testimony, as requested.
- C. Provide expert report of claim and counterclaim evaluation, if necessary.
- D. Provide expert testimony, as needed.
- E. Provide trial exhibits, as needed.
- F. Meeting with County and SSD, as needed.

IV. OTHER SERVICES

- A. Provide other construction claims services, as requested.

**H. R. GRAY & ASSOCIATES, INC.
EXHIBIT B
2000 HOURLY RATES**

Associate	Consultation	Deposition/Trail
H. R. Gray, P.E.	\$175.00	\$200.00
J. P. Joyce, P.E.	\$140.00	\$175.00
G. W. Bates, P.E.	\$110.00	\$135.00
G. T. Scianamblo	\$120.00	\$155.00
R. G. Scott	\$130.00	\$165.00
K. S. Murchison	\$ 65.00	\$ 0.00

The above rates are "fully loaded" and include all overhead and profit. These rates will remain for the duration of this lawsuit. Reimbursable costs are invoiced at cost.

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

RESOLUTION NO. 00-336

IN THE MATTER OF APPROVING CONTRACT FOR PURCHASE REAL ESTATE AT 149 NORTH

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UNION STREET:

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

149 North Union Street

Gerald J. Rodman, and Cynthia A. Rodman, husband and wife, (hereinafter referred to as "Sellers"), 149 N. Union St., Delaware, Ohio 43015, Seller, (hereinafter referred to as "Seller"), grants to the Delaware County Commissioners, 101 N. Sandusky St., Delaware, Ohio, 43015, Purchaser, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real estate situated in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Seller and Purchaser hereby agree as follows:

1. The Seller agrees to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be ninety five thousand dollars (\$95,000.00). Five hundred dollars (\$500.00) shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Closing of this transaction shall be set within thirty (30) days of the date of execution of this contract by both parties or as such other date as may be agreed upon by the parties in writing.
4. At closing and upon the receipt of the purchase price, the Seller shall do the following:
 - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear of encumbrances except easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.
 - (b) Pay any and all real estate taxes presently due.
 - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
5. Seller shall deliver possession and occupancy of the premises to the Purchaser on or before the 30th day of June 2000.
6. Risk of loss to the Premises from fire or other casualty shall be borne by the Seller until the Closing.
7. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
8. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
9. Upon closing, the parties agree that the Purchaser shall cause the eminent domain action presently pending in the Court of Common Pleas, Delaware County, Ohio, to be dismissed with prejudice and at no cost to the Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 17th day of April, 2000.

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