

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 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

10:00 AM – Bid Opening for Digital Copiers

Xerox Documents System	20-29 CPM	\$7,405.00	Maintenance	77.90 per month
	30-39 CPM	\$8,480.00	Maintenance	77.90 per month
	40-49 CPM	\$11,295.00	Maintenance	77.90 per month
	no alternates			
Tri Pro Copy System, Inc.	20-29 CPM	\$3,449.00	Maintenance 3 yr.	2,160.00 – 180,000 Copies
	30-39 CPM	\$4,644.00	Maintenance 3 yr.	1,980.00- 180,000 Copies
	40-49 CPM	\$5,644.00	Maintenance 3 yr.	1,980.00- 180,000 Copies
	no alternates			
MT Business Technologies, Inc.	20-29 CPM	\$3,861.00	Maintenance	.00 95 per Copy
	20-29 CPM	\$4,407.00	Maintenance	.0095 per Copy
	30-39 CPM	\$5,125.00	Maintenance	.0085 per Copy
	40-49 CPM	\$6,289.00	Maintenance	.0085 per Copy
Capital Copy	20-29 CPM	\$4,350.00	Maintenance	660.00 per year
	30-39 CPM	\$4,810.00	Maintenance	660.00 per year
	40-49 CPM	\$7,655.00	Maintenance	660.00 per year
	Alt. 20-29 CPM	\$3,990.00	Maintenance	660.00 per year
	Alt. 30-39 CPM	\$4,490.00 (22 per min)	Maintenance	660.00 per yr.
	Alt. 35 per min.	\$5,300.00	Maintenance	660.00 per year
	Alt. 45 per min.	\$6,350.00	Maintenance	660.00 per year
Danka	20-29 CPM	\$5,024.00	Maintenance	450.00 per 60,000
	30-39 CPM	\$5,421.00	Maintenance	450.00 per 60,000
	40-49 CPM	\$10,360.00	Maintenance	450.00 per 60,000
	no alternates			
Pitney Bowes	20-29 CPM	\$4,917.00	Maintenance	-0-
	30-39 CPM	\$5,478.00	Maintenance	-0-
	40-49 CPM	\$6,800.00	Maintenance	-0-
	Alt. 35 CPM	\$6,558.00		
	Alt. 25 CPM	\$5,977.00		
	Overage	.0104		

10:15 AM – Bid Opening for the Services of Painting Vehicles

The Body Shop \$1,751.51 per unit

Blues Auto Services, Inc. \$2,286.00 per unit

7:30 PM – Public Hearing on Chadwick Ditch

RESOLUTION NO. 00-992

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AND LAND ACQUISITION AT 9:00 AM:

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

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

RESOLUTION NO. 00-993

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 11:00 AM:

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

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

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RESOLUTION NO. 00-994**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AND LAND ACQUISITION AT 11:35 AM:**

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

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

RESOLUTION NO. 00-995**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 12:05 PM:**

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

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

RESOLUTION NO. 00-996**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD NOVEMBER 27, 2000:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to dispense with the reading of the minutes and resolutions of the regular meeting held November 27, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT**RESOLUTION NO. 00-997****IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 289507 THROUGH 290027:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 289507 through 290027 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-998**IN THE MATTER OF RESCHEDULING THE DECEMBER 11, 2000, COMMISSIONERS' SESSION:**

It was moved by, Mr. Ward, seconded by Mr. Wuertz to reschedule the December 11 Commissioners' Session to **December 14, 2000, at 1:00 PM** due to the Commissioners attending the County Commissioners' Winter Conference.

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

RESOLUTION NO. 00-999**IN THE MATTER OF CANCELING THE DECEMBER 26, 2000, COMMISSIONERS' SESSION:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to cancel the December 26, 2000, Commissioners' Session due to the holiday.

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

RESOLUTION NO. 00-1000**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 4.398, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO VILLAGE OF POWELL AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:**

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Liberty Township to Village of Powell, and

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Whereas, Barbara Overmeyer, 2745 Woodcroft Road, Columbus, Ohio 43204, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that **Monday, January 29, 2001, at 8:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 00-1001

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

It was moved Mr. Ward, seconded by Mr. Wuertz to approve and to amend and pass the DATA transaction as follows:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0120-047	Gen Fund/Comm - Transfers	\$ 50,000.00
129-1290-010	Victim Asst Grant - Salaries	\$ (621.60)
129-1290-011	Victim Asst Grant - Benefits	\$ (1,607.93)
129-1290-012	Victim Asst Grant - PERS	\$ (550.26)
129-1290-013	Victim Asst Grant - Medicare	\$ (58.11)

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0130-010 Gen Fund/Facilities - Salaries	001-0130-020 Gen Fund/Facilities - Srvs & Chrgs	\$ 17,500.00
001-0260-040 Gen Fund/EMS - Equip	001-0260-010 Gen Fund/EMS - Salaries	\$ 60,000.00
001-3350-010 Gen Fund/Conveyance - Salaries	001-3310-012 Gen Fund/Sheriff - PERS	\$ 12,000.00
001-3350-011 Gen Fund/Conveyance - Benefits	001-3310-012 Gen Fund/Sheriff - PERS	\$ 19,000.00
001-3360-012 Gen Fund/Sheriff - PERS	001-3350-012 Gen Fund/Conveyance Fee - PERS	\$ 2,600.00
001-3320-020 Gen Fund/Jail - Srvs & Chrgs	001-3350-012 Gen Fund/Conveyance Fee - PERS	\$ 3,200.00
003-4550-012 JFS/Admin - PERS	003-4550-013 JFS/Admin - Medicare	\$ 400.00
101-1010-020 EMA - Srvs & Chrgs	101-1010-010 EMA - Salaries	\$ 600.00
129-1290-010 Victms Assistance Grant - Salaries	129-1290-020 Victims Assistance Grant - Srvs & Chrgs	\$ 3,178.00

TRANSFER OF FUNDS

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001-0120-047	083-8310-087	\$	50,000.00
Gen Fund/Comm - Transfers	DATA - Transfers-in		

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

RESOLUTION NO. 00-1002

IN THE MATTER OF APPROVING THE PLATS FOR ABBEY KNOLL, SECTION 1 AND ABBEY KNOLL, SECTION 2:

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

Abbey Knoll, Section 1

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lots 14 and 15, Quarter Township 1, Township 3, Range 18, United States Military Lands, containing 21.792 acres of land, more or less, (16.221 acres being in Farm Lot 14 and 5.571 acres being in Farm Lot 15) said 21.792 acres being part of that tract of land conveyed to Rockford Homes, Inc., by deed of record in Official Record 32, Page 1826, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$153.00.

Abbey Knoll, Section 2

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 15, Quarter Township 1, Township 3, Range 18, United States Military Lands, containing 7.196 acres of land, more or less, said 7.196 acres being all of that tract of land conveyed to Rockford Homes, Inc., by deed of record in Official Record 1, Page 492, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$42.00.

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

RESOLUTION NO. 00-1003

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR SUMMERFIELD VILLAGE, SECTION 2, PHASE 3:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the subdivider's agreement:

Summerfield Village, Section 2, Phase 3

THIS AGREEMENT executed on this 4th day of December 2000, between **DOMINION HOMES**, as evidenced by the **SUMMERFIELD VILLAGE SECTION 2, PHASE 3** 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 November 24, 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.

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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 NINETEEN THOUSAND SEVEN 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.

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

RESOLUTION NO. 00-1004

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR ABBEY KNOLL, SECTIONS 1 AND 2:

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

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001 construction season. In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at \$122,125 for the duration of the one-year maintenance period. A Bond in that amount is attached.

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

RESOLUTION NO. 00-1005

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IN THE MATTER OF APPROVING STREET NAME CHANGE IN WOODS OF DORNOCH:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the correction to street name:

The County Engineer has received petitions from property owners on Naples National Court in the Woods of Dornoch Subdivision requesting that the street name be changed to Mid Pines Court. County Engineer has contacted the Delaware Township Trustees regarding this request and has received their approval. As the only affect that this name change will have will be change of the street name sign, which will be replaced at the property owners' expense, County Engineer is requesting the Delaware County Commissioners approval to change the name as shown on the recorded plat to Mid Pines Court. Upon the Commissioners approval, the Engineer will notify the proper agencies of this name change.

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

RESOLUTION NO. 00-1006

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000170	Columbus Southern Power	Old State Road	Bore conduits
U000175	Time Warner Comm.	Green Meadows Drive North	Directional bore
U000176	Sprint Telephone	Worthington Road	Plow pair cable
U000177	Sprint Telephone	Lewis Center Road	Place buried cable
U000178	General Telephone	Clark Road	Place telephone cable
U000179	Del-Co Water	Whipple Road	Install waterline

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

RESOLUTION NO. 00-1007

IN THE MATTER OF REQUESTING SPEED LIMIT REDUCTIONS ON SOUTH GALENA ROAD AND NORTH GALENA ROAD:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize speed limit reductions as follows:

South Galena Road (CR 34)

Whereas, Due to the speed limit study, the Delaware County Engineer is requesting a speed limit reduction to 50 miles per hour on South Galena Road (CR 34) between SR 3 and U.S. Highway 36/ SR37.

Whereas, Section 4511.21 (I) of the ORC provides for this type of reduction.

Therefore Be It Resolved, the Delaware County Commissioners request the Director of the Ohio Department of Transportation to determine and declare a reasonable and safe prima-facie speed limit of 50 miles per hour on South Galena Road (CR 34) from SR 3 to the U.S. Highway 36/ SR 37.

North Galena Road (CR 34)

Whereas, Due to the speed limit study, the Delaware County Engineer is requesting a speed limit reduction to 50 miles per hour on North Galena Road (CR 34) between U.S. Highway 36/ SR 37 and the Kingston-Berkshire Township line.

Whereas, Section 4511.21 (I) of the ORC provides for this type of reduction.

Therefore Be It Resolved, the Delaware County Commissioners request the Director of the Ohio Department of Transportation to determine and declare a reasonable and safe prima-facie speed limit of 50 miles per hour on North Galena Road (CR 34) from U.S. Highway 36/ SR37 to the Kingston-Berkshire Township line.

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

RESOLUTION NO. 00-1008

IN THE MATTER OF APPROVING THE CONTRACT WITH DELAWARE COUNTY COMMISSIONERS AND WOLFGANG DOERSCHLAG ARCHITECTS FOR ENGINEERING SERVICES FOR THE KINGSTON TOWNSHIP OPWC CULVERT REPLACEMENT PROJECT:

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

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AGREEMENT, made and entered into this 4th day of December 2000, by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **Wolfgang Doerschlag Architects & Engineers**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the lump sum amounts of \$75,000 (“Basic Services Task”: \$69,796.00; “If Authorized Tasks”: \$5,204.00), based on a Proposal for Engineering Services dated September 19, 2000, and Cost Proposal dated November 15, 2000 to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as Kingston Township Culverts OPWC Replacement Project, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before June 15, 2001.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

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

RESOLUTION NO. 00-1009

IN THE MATTER OF AUTHORIZING THE CHANGE IN STOP CONDITIONS ON VARIOUS COUNTY AND TOWNSHIP ROADS:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize the change in the following:

River Road/Dildine Road: the stop signs are currently located on southbound River Road and westbound Dildine Road. As this is a “T” intersection, we recommend removing the southbound River Road sign and leaving the westbound Dildine Road sign.

River Road/David Road: the stop sign is currently on northbound River Road. This, too, is a “T” intersection, and we recommend removal of the stop sign at River Road and placing it at westbound David Road.

Bowtown Road/Jumper Road: the current sign is located from northbound Jumper Road. As this is stopping the majority of the traffic, we recommend that the sign be moved to eastbound Bowtown Road.

Bowtown Road/Skinner Road: the current sign is located in the southbound lane of Skinner Road. Although the traffic counts for the two roads are close, we feel, for travelling consistency, that the sign should be placed at southbound Bowtown Road.

Cheshire Road/Golf Course Road: the current signs are located in the northbound lane of Golf Course Road and the eastbound lane of Cheshire Road. We recommend removing the current sign from northbound Golf Course Road due to this condition stopping the majority of the traffic and to maintain consistency with most “T” intersections.

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

RESOLUTION 00-1010

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR PROPOSALS SUBMITTED BY VARIOUS CONSULTANTS ON A CONTRACT TO CONDUCT A RADIO FREQUENCY STUDY FOR DELAWARE COUNTY:

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

WHEREAS, the Delaware County Public Safety Board of Governors unanimously recommended to the Delaware County Board of Commissioners to approve a contract with a consultant for the purpose of performing a radio frequency study for the county, and

WHEREAS, the Board of Commissioners previously passed a resolution declaring their interest in investigating the feasibility of a single countywide public safety communication system for Delaware County, and

WHEREAS, an initial study by the Board of Governors suggests that a decision regarding a single system for the

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entire county requires an assessment regarding available and appropriate radio frequency usage, and

WHEREAS, it is the desire of the Board and all public safety organizations to keep this initiative moving forward;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the request-for-bids to identify a consulting firm to conduct a radio frequency study for Delaware County with a **bid opening date and time of 10:00 a.m., 22 January 2001.**

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 NO. 00-1011

IN THE MATTER OF APPROVING A CONTRACT WITH MADDOX-NBD, INC. FOR ARCHITECTURAL SERVICES IN THE DESIGN AND CONSTRUCTION OF MEDIC STATION SIX (6) LOCATED IN PORTER-KINGSTON:

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

WHEREAS, the Delaware County Board of Commissioners approved Maddox-NBD as the architectural firm of choice for providing design and construction services for Medic Station 6, and

WHEREAS, the new medic station to be located at Porter-Kingston will improve the timeliness and quality of care to our citizens in the northeast portion of the county, and

WHEREAS, the design for this station has been reviewed by the Board and approved;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve this contract with Maddox-NBD for architectural services for the Porter-Kingston station at a cost of \$31,500.00.

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. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 00-1012

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Mike Burnes is being promoted from part-time to full-time Paramedic for EMS; effective date of promotion is December 5, 2000.

Julie Shaner is being promoted from part-time Intermediate to full-time Intermediate for EMS; effective date of promotion is December 5, 2000.

Joseph Farmer is being promoted from part-time to full-time Paramedic for EMS; effective date of promotion is January 2, 2001.

Mildred Cook has agreed to extend the temporary assignment as Income Maintenance Worker 3 for Job and Family Services; effective date to extend the temporary assignment to is November 29, 2000.

Rhonda Griffith has been demoted from TCO 3 to TCO 2 for EMS; effective date of demotion is December 4, 2000.

Connie Curry has resigned her position as Advanced EMT for EMS; effective date of resignation is December 4, 2000.

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

RESOLUTION NO. -1013

IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR WILSHIRE ESTATES 5 FORCE MAIN AND PUMP STATION AND WILSHIRE ESTATES, SECTION 5 AND SUMMERFIELD VILLAGE, SECTION 2, PHASE 3:

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

Wilshire Estates 5 Forcemain and Pump Station and Wilshire Estates, Section 5

This agreement executed on this 4th day of December 2000, by and between CENTEX HOMES SUBDIVIDER, as evidenced by the WILSHIRE ESTATES 5 FORCEMAIN AND PUMP STATION AND WILSHIRE ESTATES, SECTION 5 subdivision plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$165,200.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 56 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$352,967.68) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$24,708.00 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 \$60.00
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.

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

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

Summerfield Village, Section 2, Phase 3

This agreement executed on this 4th day of December 2000, by and between DOMINION HOMES SUBDIVIDER, as evidenced by the SUMMERFIELD VILLAGE, SECTION 2, PHASE 3 subdivision plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$115,050.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 39 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$58,735.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$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 Autocade DWG files or DXF files.

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all-utility

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charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

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

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

RESOLUTION NO. 00-1014

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN WALKER WOOD, SECTION 10, PHASE 2; WALKER WOOD, SECTION 9 & 7, PART 2; HIGHLAND LAKES EAST, SECTION 11, PART 3 AND SCIOTO RESERVE WASTEWATER TREATMENT PLANT:

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

Walker Wood, Section 10, Phase 2	280 feet of 8 inch sewer	1 manhole
Walker Wood, Section 9 & 7, Part 2	1,990 feet of 8 inch sewer 245 feet of 12 inch sewer	8 manholes
Highland Lakes East, Section 11, Part 3	1,065 feet of 8 inch sewer	5 manholes
Scioto Reserve Wastewater Treatment Plant	0.450 m.g.d. W.W.T.P.	

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

RESOLUTION NO. 00-1015

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY THOMAS C. HESTON, JR. AND OTHERS:

Hearing Opened at 7:30 PM.

Mrs. Martin closed the hearing at 8:45 PM.

RESOLUTION NO. 00-1016

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE CHADWICH DITCH.

It was moved by Mr. Ward, seconded by Mr. Wuertz to go forward with the project.

Whereas, on September 25,2000, a Ditch Petition to purposed Chadwick Ditch was filed with the Delaware County Commissioners, and

Whereas the Board of Commissioners of Delaware County on December 4, 2000, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Chadwick Ditch, and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauseman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed Chadwick Ditch. Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

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

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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