

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 27, 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 Asphalt Materials

RESOLUTION NO. 00-257

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD MARCH 20, 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 March 20, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

RESOLUTION NO. 00-258

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 267856 THROUGH 268425:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 267856 through 268425 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-259

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Human Services is requesting that Connie Ward, Wendi Stephens, Crystal Ufferman, Jackie Williams and Becky Ward attend the CRISE Training at Findlay, Ohio on May 16 through May 17, 2000, in the amount of \$100.00.

OECC is requesting that Lyndon Johnson attend the OWEA Southeast Section Meeting at Zanesville on April 14, 2000, in the amount of \$15.00.

Veterans Services is requesting that Richard Bennett and Valerie Crane attend the National Assembly of County Veterans School and Conference at Cincinnati on June 25 through June 30, 2000, in the amount of \$1,968.00.

Human Services is requesting that William Henneke attend the Eating Disorder Seminar at Plain City on April 14, 2000, in the amount of \$25.00.

Delaware County Prosecutor is requesting that Chrystal Pounds Alexander attend the National Organization of Victim Assistance Training at Miami, Florida on July 30 through August 4, 2000, in the amount of \$1,225.00.

Juvenile Court is requesting that Sheila Ware attend the Victim Assistance Institute at Columbus on June 2 through June 4, 2000, in the amount of \$50.00.

County Engineer is requesting that Erica Montero attend the Assertive Communication Skills for Women at Columbus on May 17, 2000, in the amount of \$87.00.

Juvenile Court is requesting that Laura Scholz attend the Professional Intervention Training at Worthington on May 10 through May 12, 2000, in the amount of \$390.00.

Juvenile Court is requesting that Judy Browning and Amy Craig attend the Conference on “ Juvenile Day at the Bureau of Motor Vehicles” at Columbus on May 1 and May 2, 2000, in the amount of \$42.00.

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

RESOLUTION NO. 00-260

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

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

**SUPPLEMENTAL
APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
096-9610-020	Road & Bridge Fines-Srvs & Chrgs	\$ 93,826.00
118-1180-015	Family Drug Court Grant-Mat & Sup	\$ 800.00
118-1180-020	Family Drug Court Grant-Srvs & Chrgs	\$ 6,366.00
118-1180-040	Family Drug Court Grant-Equipment	\$ 5,110.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-3320-010 Sheriff-Salaries	001-3320-015 Sheriff-Mat & Sup	\$ 10,000.00

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

RESOLUTION NO. 00-261

IN THE MATTER OF REQUEST BY THE ELECTION BOARD TO MODIFY THE SICK LEAVE PAYOUT POLICY OF DELAWARE COUNTY:

It was moved by Mr. Wuertz, seconded by Mr. Ward not to modify the sick leave payout policy of Delaware County:

Whereas, a Delaware County Employee has been determined to be disabled and unable to perform job functions, and has taken disability retirement with the approval of the Public Employee Retirement System, and

Whereas, the Board of Elections has reviewed this situation and has requested to modify the current sick leave payout policy of Delaware County as implemented by the County Commissioners of Delaware County.

Therefore be it Resolved, the request of the Delaware County Election Board (*is/is not*) approved as requested.

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

RESOLUTION NO. 00-262

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:

Permit #	Applicant	Location	Type of Work
U000013	Columbia Gas	Worthington Road	Install gas main
U000015	Columbia Gas	Sunbury Road	Relocate gas line

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

RESOLUTION NO. 00-263

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.

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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.

SPECIAL HAULING PERMIT SUMMARY
DELAWARE COUNTY ENGINEER'S OFFICE

March 27, 2000

The total Special Hauling Permit Fee amounts are in the sum of \$2,750.00 as shown below and are supported by the individual listings of applicants on the following page.

ANNUAL PERMITS	\$350.00
POSTED ROAD PERMITS (FEBRUARY 1 to JUNE 1)	\$2,400.00
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TOTAL PERMIT FEES	\$2,750.00

POSTED ROAD PERMITS							
APPLICANT	TAG #	PHONE	FAX	WEIGHT	\$	DATE	CHECK #
EMERSON LUMBER CO.	P452	614.258.2883	614.258.9707	33,000	\$ 150.00	3/15/2000	
EMERSON LUMBER CO.	P453	614.258.2883	614.258.9707	26,000	\$ 150.00	3/15/2000	
EMERSON LUMBER CO.	P454	614.258.2883	614.258.9707	26,000	\$ 150.00	3/15/2000	
RUMPKE WASTE	P455	740.474.9790	740.477.6020	64,000	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P456	740.474.9790	740.477.6020	64,000	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P457	740.474.9790	740.477.6020	64,000	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P458	740.474.9790	740.477.6020	64,000	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P459	740.474.9790	740.477.6020	63,600	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P460	740.474.9790	740.477.6020	63,600	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P461	740.474.9790	740.477.6020	63,600	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P462	740.474.9790	740.477.6020	63,600	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P463	740.474.9790	740.477.6020	64,000	\$ 150.00	3/16/2000	301986
RUMPKE WASTE	P464	740.474.9790	740.477.6020	64,000	\$ 150.00	3/16/2000	301986
HOLMES LIME & FERTILIZER	P465	740.967.2444		68,500	\$ 150.00	3/21/2000	12056
HOLMES LIME & FERTILIZER	P466	740.967.2444		77,000	\$ 150.00	3/21/2000	12056
HOLMES LIME & FERTILIZER	P467	740.967.2444		68,500	\$ 150.00	3/21/2000	12056
SUB-TOTAL (March 27, 2000)					2,400.00		

ANNUAL PERMITS

RONALD RHODES	A106	740.494.2559	740.494.2559	80,000	\$75.00	3/15/2000
RONALD RHODES	A107	740.494.2559	740.494.2559	80,000	\$75.00	3/15/2000
SPROWLS DRILLING COMPANY	A108	740.965.5153	740.965.4965	57,000	\$100.00	3/15/2000
SPROWLS DRILLING COMPANY	A109	740.965.5153	740.965.4965	58,800	\$100.00	3/15/2000
SUB-TOTAL (MARCH 27, 2000)					\$350.00	

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

RESOLUTION NO. 00-264

IN THE MATTER OF APPROVING THE CONTRACT WITH M. P. DORY COMPANY FOR MAINTENANCE OF TRAFFIC SIGNALS AT WORTHINGTON AND AFRICA ROADS:

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

M. P. Dory Company will perform the following minor maintenance services as needed for the above location:

- Minor Traffic signal maintenance at a rate of \$85 per hour. Charged time starts once service vehicle is enroute and ends when vehicle departs intersection location.
- Law enforcement officer (L.E.O.) for assistance with traffic control, if necessary is to be provided by

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- M.P. Dory. This will be billed at a charge rate plus 15%. Use of the L.E.O. is at M.P. Dory's discretion.
- M.P. Dory will be at site within three (3) hours of telephone call from County requesting their response.
- M.P. Dory will perform bulb change-out within the calendar year of contract for fee of \$700 plus L.E.O.. One-year anniversary of light is 2-SEP-00.
- M.P. Dory will perform cabinet inspection/conflict monitor test at a fee of \$400 (plus any necessary materials) within the contract year.

For matters requiring major repairs, other arrangements will need to be made.

CONTRACT

AGREEMENT, made and entered into this 27th day of March, 2000, by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and M.P. DORY COMPANY, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the lump sum and cost plus amounts not to exceed \$15,000, based on unit prices of as per attached contract provisions dated March 9, 2000, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Worthington and Africa Intersection Traffic Light Maintenance, Delaware County, Ohio**, in accordance with attached proposal; which are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of **COUNTY ENGINEER**. This agreement shall be for a period of one calendar year.

THE SECOND PARTY hereby agrees to hold the **COUNTY** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees. **COUNTY** reserves the right to terminate this contract at any time for convenience.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the **COUNTY** during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 00-265

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING TO CONSIDER EXTENSION OF SALISBURY DRIVE TO LIBERTY ROAD, TOWNSHIP ROAD NUMBER 694; REPLACE OR REHABILITATE TRUSS BRIDGE LOCATED ON WEST ORANGE ROAD, TOWNSHIP ROAD NUMBER 114; REPLACE TRUSS BRIDGE AND REALIGNMENT OF MILLS ROAD, COUNTY ROAD NUMBER 150; REHABILITATE THE TYLER ROAD TRUSS BRIDGE NUMBER 175-00.05 AND REPLACE THE DONOVAN ROAD BRIDGE, COUNTY BRIDGE NUMBER 264-01.50.

It was moved by Mr. Ward, seconded by Mr. Wuertz to set date and time for viewing the various county bridges:

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 projects, Delaware County, Ohio.

Notice is hereby given that on April 24, 2000, at 1:00 PM the Delaware County Commissioners will leave their office at 101 North Sandusky to view the above mentioned proposed improvements in the order listed above. A final public hearing to consider the improvement will be held on May 1, 2000, 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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 00-266

IN THE MATTER OF SANITARY SEWER PLAN APPROVAL IN WOODS OF DORNOCH, SECTION 2:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve a sanitary sewer plans for Woods of Dornoch, Section 2, for submittal to the Ohio EPA for the approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 00-267

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IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR THE LAKES OF POWELL, SECTION 5:

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

The Lakes of Powell, Section 5

This agreement executed on this 27 day of March, 2000, by and between M/I SCHOTTENSTEIN HOME SUBDIVIDER, as evidenced by the THE LAKES OF POWELL, 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 \$115,050.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$1,726.51 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 (\$122,590.00) 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 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 \$8,500.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$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 re-inspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY,

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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 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. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 00-268

IN THE MATTER OF APPROVING THE AGREEMENT WITH COMPLETE GENERAL CONSTRUCTION FOR PROJECT S99-4-ACWRF:

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

AGREEMENT

THIS AGREEMENT is dated as of the 27th day of March in the year 2000, by and between Delaware County Board of Commissioners (hereinafter called OWNER) and Complete General Construction Company (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The CONTRACTOR agrees at its sole expense to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities, and all things necessary or proper for, and to perform all work necessary or incidental to, and perform all other obligations imposed by the Contract Documents as prepared by Burgess & Niple, Limited.

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The work is generally described as follows: A new effluent line and force mains for the Alum Creek Water Reclamation Facility from the reclamation facility to either the new pump station for force mains or connect to an existing section of effluent line near the intersection of Powell and Worthington Roads.

Article 2. DESIGN PROFESSIONAL

For this agreement, the DESIGN PROFESSIONAL is designated as: Burgess & Niple, Ltd. who is hereinafter called DESIGN PROFESSIONAL, ENGINEER/ARCHITECT or ENGINEER, and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

CONSTRUCTION MANAGER

For this agreement the **CONSTRUCTION MANAGER** is designated as:

Gannett Fleming Engineers and Architects, P.C.

Who is hereinafter called CONSTRUCTION MANAGER and who is to act as OWNER'S Representative, assume all duties and responsibilities, and have the rights and authority assigned to CONSTRUCTION MANAGER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The work will be completed and ready for final payment by January 1, 2001. The work in and restoration of Powell Road shall be completed by November 1, 2000. The work in and restoration of West Street shall be completed by May 25, 2000. (Addenda No. 2, dated February 10, 2000.)

3.2 LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 9 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss of suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the sum of \$2,500.00 for each consecutive calendar day, including Sundays and legal Holidays; that expires after the time specified in paragraph 3.1, or any proper extension thereof granted by OWNER for completion and readiness for final payment. Likewise, if the CONTRACTOR shall be declared in default, in accordance with the provisions of the Project Manual, the CONTRACTOR may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that any work shall remain uncompleted after the stipulated completion date and any extensions granted by the OWNER. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the CONTRACTOR or his Surety, then such excess shall be paid to the OWNER by the CONTRACTOR or his Surety. Liquidated damages pursuant to this Article 3.2 shall be compensation to the OWNER for direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the CONTRACTOR as the law may provide.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds of \$ 4,161,888.00 in accordance with the Bid Schedule as awarded by the OWNER as included herein, subject to additions and deductions by Change Order and quantities actually performed.

Article 5 PAYMENT PROCEDURES

Applications for Payment will be processed by CONSTRUCTION MANAGER as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price as recommended by CONSTRUCTION MANAGER monthly during construction as provided in the General Conditions. All progress payments will be on the basis of the progress of the work measured by the schedule of values (and in the case of Unit Price work based on the number of units completed).

5.2 FINAL PAYMENT. Upon final completion and acceptance of the work in accordance with Article II the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by CONSTRUCTION MANAGER.

Article 6. INTEREST

All monies not paid when due as provided in Article II of the General Conditions shall bear interest at the rate provided by law at the place of the project.

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Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.16 of the General Conditions.

CONTRACTOR accepts the determination set forth in paragraph 4.16 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.16 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that the OWNER and DESIGN PROFESSIONAL do not assume responsibility for the accuracy or completeness of the information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7. CONTRACTOR has given DESIGN PROFESSIONAL written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8. CONTRACTOR shall indemnify and save harmless and defend the OWNER, CONSTRUCTION MANAGER, and DESIGN PROFESSIONAL and all their officers, agents, and employees, from all claims, liabilities, suits, judgements, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the project which is the subject of this agreement, including among other things, injury to property, and injury and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the CONTRACTOR or any SUBCONTRACTOR, provided that such claims, demands, suits damages, costs, expenses and attorney's fees arise out of or are caused in whole or in part by negligent acts or omissions of the CONTRACTOR or any SUBCONTRACTOR, person or organization for whose acts the CONTRACTOR is liable. The CONTRACTOR SHALL, if required by the OWNER and CONSTRUCTION MANAGER, produce evidence of settlement of any such claims, suits, liabilities, judgements, verdicts, actions, or proceedings before final payment shall be made by the OWNER. The CONTRACTOR shall defend or cause to be defended all such above described claims, suits, liabilities, judgements, verdicts, actions or proceedings, groundless or not, which may be commenced against the OWNER, CONSTRUCTION MANAGER, or DESIGN PROFESSIONAL, or their officers, agents and employees and the CONTRACTOR shall pay or cause to be paid any and all judgements which maybe secured in any such actions, claims, liabilities, judgements, verdicts, proceedings or suits, and the CONTRACTOR shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgements, verdicts, proceeding or suits.

The CONTRACTOR represents and warrants to the OWNER that:

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7.9. CONTRACTOR is solvent financially and is experienced in and is competent to perform the work to be performed as provided in Article I.

7.10 CONTRACTOR is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be performed as provided in Article I.

7.11 CONTRACTOR will construct temporary and permanent construction which shall be necessary in performance of the work to be performed as provided in Article 1 satisfactorily and used for the purpose for which it is intended; and that such construction will not injure any person or damage any property.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following.

8.1. This Agreement

8.2. Exhibits to this Agreement.

8.3. Bidding Requirements including Advertisement, Bids and Instructions to bidders, and Supplementary Instructions. Contract Forms including Agreement, Approval and Certification of Legal and Fiscal Officers, Bonds, Notice of Award, Notice to Proceed, Change Orders, General Conditions, and Supplementary General Conditions.

8.4. Specifications and Supplemental Specifications prepared or issued by Burgess & Niple, Ltd. / Jones & Henry Engineers, Ltd., dated December, 1999, and not revised.

8.5. Drawings prepared by Burgess & Niple, Ltd. / Jones & Henry Engineers, Ltd. And Evans, Mechwart, Hambleton & Tilton, Inc. number 1 through 12 dated December 8, 1999, 1 through 3 dated February 10, 2000, and 1 through 18 dated January 26, 2000 and not revised.

8.6. ADDENDA:

No. 1 dated February 3, 2000

No. 2 dated February 10, 2000

No. 3 dated February 16, 2000

8.7. Bidding Forms including Noncollusion Affidavit, Bid Bond or Guaranty, Prices to Include, Bid Schedule.

8.8. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 9 of the General Information.

8.10. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in Article 9 of the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. The CONSTRUCTION MANAGER shall interpret the Contract Documents and the CONSTRUCTION MANAGER'S decision shall be final. The work shall be subject at any time to the inspection of the CONSTRUCTION MANAGER and his authorized assistants to ascertain if the work being performed and the results of the work performed by the CONTRACTOR are in conformity with the Contract Documents.

9.6. It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until issuance of the completion Certificate shall be under the sole charge of and in the sole care of the CONTRACTOR and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The CONTRACTOR shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Local, State and Federal Laws and regulations in performance of work under this Contract. Neither OWNER nor CONSTRUCTION MANAGER will have any right to hire or fire, nor any power of supervision, or direction over the construction methods nor over use of equipment or personnel, nor for or over the safety of CONTRACTOR'S employees and other persons, nor for or over the protection of public and private property, nor for CONTRACTOR'S compliance with Local, State, or Federal Laws and regulations in performance of work under this Contract.

9.7. Regardless of any other provisions in any portion of the Contract Documents, the CONSTRUCTION MANAGER shall have no duty to inspect and determine whether the CONTRACTOR is complying with Federal, State, and local laws, rules, regulations, requirements, precautions, orders and decrees, and further, neither the CONSTRUCTION MANAGER nor the OWNER shall have any duty to enforce such laws, rules, regulations, requirements, precautions, orders and decrees.

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

RESOLUTION NO. 00-269

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Robert J. Geiger has accepted the position as Building Inspector for Code Compliance; effective date of hire is March 31, 2000.

Charles Roderick has been promoted to the position of Crew Chief for EMS; effective date of promotion is March 20, 2000.

Rachel Hager has been promoted to the position of Crew Chief for EMS; effective date of promotion is March 20, 2000.

William Jackson has been promoted to the position of Crew Chief for EMS; effective date of promotion is March 20, 2000.

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

RESOLUTION NO. 00-270

IN THE MATTER OF ACCEPTING THE AWARD FOR THE JUVENILE ACCOUNTABILITY INCENTIVE BLOCK SUBGRANT:

It was moved by Mr. Wuertz, seconded by Mr. Ward to award the Juvenile Accountability Incentive Block Subgrant:

Subgrant No: 1999-JB-013-A017

Project Period: 1/1/2000 to 12/31/2000

<u>SOURCE OF FUNDS</u>	<u>AMOUNT</u>	<u>PERCENTAGE</u>
OCJS Fund-Award Amount	\$23,999.00	72.6802%
Cash Match	\$ 9,021.00	27.3198%

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Project Total		\$33,020.00			100.0000%
Vote on Motion	Mr. Wuertz	Aye	Mr. Ward	Aye	Mrs. Martin Aye

RESOLUTION NO. 00-271

IN THE MATTER OF APPROVING CONTRACT FOR PURCHASE OF REAL ESTATE AT 117 NORTH UNION STREET:

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

117 North Union Street

F. Keith Sheets, and Mary K. Sheets, husband and wife, (hereinafter referred to as “Sellers”), 117 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 seventy six thousand dollars (\$76,000.00). 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. Seller shall have until date of possession to remove any items from the premises.
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.
10. This contract and sale is in lieu of eminent domain and amounts to an involuntary conversion.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 27th day of March, 2000.

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Aye
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PRESENTATION – DAVE YOST, DELAWARE COUNTY AUDITOR

Briefly discussed that some feel the questions in the census infringe on privacy. Mr. Wuertz reported he has been told that if only the name and number of inhabits of the household are completed and returned they will be included in the census figures. He reminded, it is estimated that for each person not reported, it will cost the local government over \$800 in federal and state monies.

Mr. Yost noted that only 1/6 of the people will receive the long form. He added the process will not be changed this year by not participating. The federal government will not be hurt if people do not participate, the only people who will be hurt are the people in this county, if the forms are not completed and returned.

Mr. Yost explained in 1990 the population figure from the census was 66,929. There is no way of knowing how much the County was undercounted. The average over the country was 2.8%, and it is likely Delaware County’s percentage was higher than that.

The GIS staff lead by Shoreh Elhami accessed several different methods, such as building permits, registered voters, and utility information to determine that 11,459 addresses in Delaware County were not included in the Census Bureau registry. They did not know these people existed. This will account for at least 30,000 people that

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would have been missed in this years census. Of the 11,459 addresses the census bureau accepted 10,274 and 331 more were accepted through the appeal process. His department is estimating the actual census figures will be in excess of 110,000, but the bottom line is the actual count is all the matters. The important thing to remember is the dollars that can be lost, and the representation in the legislature that can be denied.

The bottom line is fill out the census form, stand up and be counted. Reality will not matter, the only thing that matters is the number counted.

10:00 AM Bids ForAsphalt Materials

Apple Smith Corporation	Kock Pavement Solution
Shelly Ostrander Plant	Kokosing
Bituminous Products	Marathon Ashland
Asphalt Materials, Inc.	Marzane

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners