

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 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

**8:00 AM Duncan Whitney, Delaware County Prosecutor**

**RESOLUTION NO. 00-369**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD MAY 1, 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 May 1, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

Mr. Cannon addressed rescheduling Mr. Whitney for next Monday at 8:00 AM. Discussed the July 4<sup>th</sup> holiday and rescheduling that weeks meeting.

The Commissioners voted to have a 9:00 AM meeting on July 3, 2000, and have a night 7:00 PM meeting on July 10, 2000.

**RESOLUTION NO. 00-370**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 271252 THROUGH 271971:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 271252 through 271971 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-371**

**IN THE MATTER OF DECLARING MAY 7 THROUGH MAY 13 HIGHWAY RAILROAD CROSSING SAFETY WEEK IN DELAWARE COUNTY:**

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

WHEREAS, The Delaware County Railroad Crossing Task Force Committee is requesting the Commissioners declare May 7<sup>th</sup> through May 13<sup>th</sup>, Highway Railroad Crossing Safety Week in Delaware County which is in coordination with the National Operation Lifesaver's Highway Railroad Crossing Safety Week ; and

WHEREAS, Delaware County currently has 21 railroad crossings that have no lights or gates; and

WHEREAS, Delaware County currently has 23 crossings equipped with lights and gates, but it is important to note that fifty percent of all highway rail crossing crashes occur where there are gates and lights. Drivers proceed around the gates and try to beat the trains.

WHEREAS, "Anytime is Train Time" in Delaware County due to there being no set schedule for train traffic.

THEREFORE BE IT RESOLVED, the Delaware County Commissioners do hereby declare the week of May 7 through May 13 to be Railroad Crossing Safety Week in Delaware County.

FURTHER BE IT RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

**RESOLUTION NO. 00-372**

**IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS FOR JACK JENNINGS' UPON HIS RETIREMENT FROM DELAWARE COUNTY:**

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

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WHEREAS; Jack Jennings has been an employee with Delaware County for 32 years, and

WHEREAS; Jack Jennings has faithfully served the citizens of Delaware County through his dedication and hard work with the County Engineer's Department as a Assistant Engineer, Survey Crew Chief, Design Technician and Subdivision Coordinator, and

WHEREAS; The Board of Commissioners of Delaware County wishes to express its sincere appreciation to Jack Jennings for thirty-two years of dedication and hard work for the citizens of Delaware County.

NOW THEREFORE BE IT RESOLVED; That the Board of County Commissioners of Delaware County hereby officially congratulates Jack Jennings on his retirement and wishes him the very best in all his future endeavors, and

BE IT FURTHER RESOLVED; that the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

**RESOLUTION NO. 00-373**

**IN THE MATTER OF FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL THE LIQUOR LICENSE REQUEST OF THE RIVERBY CORPORATION AT RIVERBY PARTY LODGE DUE TO A NEW 10% STOCKHOLDER ACQUISITION:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Delaware Township Trustees that a liquor license request due to a new 10% stockholder acquisition in the Riverby Corporation at Riverby Party Lodge located at 820 Pollock Road.

Whereas, the Delaware Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 00-374**

**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 22.156, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE 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 Delaware Township to City of Delaware, and

**Whereas, Michael T. Shannon, of Thompson, Hine & Flory, 10 West Broad Street, Columbus, Ohio 43215-3435 has been designated as agent for the petitioners.**

Now Therefore Be It Resolved, that Monday, **July 10, 2000, at 7:30 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. 00-375**

**IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY THOMAS ZIMMERMAN AND OTHERS:**

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

WHEREAS, on this 10 day of May, 2000, the Clerk of this Board gave notice to the Board of County

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Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Tom Zimmerman, Larry Bonn, Frank and Betsy Bechdorf, Danny Rader Pamela J. Ott, Cathy E. White and Forest Martin, petitioners, to:

1. Replace existing culverts with ones of sufficient capacity under Gorsuch Road and Mayfair Drive.
2. Replace existing tile with one of sufficient capacity across property owned by Thomas and Susan Zimmerman, from Gorsuch Road to Mayfair Drive.
3. Cut and maintain drainage swale for excess surface water across said property.
4. Install tile of sufficient capacity across property owned by Cathy (Bishop) White and James and Barbara Walberry to a good and sufficient outlet on property owned by Edward Razek.
5. Tie in (repair if necessary) existing tiles into drainage system.
6. Repair surface area.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **26th day of June, 2000, at 11:00 AM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **7th day of August, 2000, at 7:30 P.M.** at the Office of the Board of County Commissioners, Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**RESOLUTION NO. 00-376**

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

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

Auditor is requesting that Jane Tinker attend the Auditor's Conference at Huron, Ohio on June 7, 2000, in the amount of \$122.00.

Dog and Kennel is requesting that John King and Jay Shannon attend the National Animal Control Association Training Conference at Indianapolis, Indiana on May 31 through June 3, 2000, in the amount of \$938.07.

Child Support Enforcement Agency is requesting that Susan Hollenbach to attend Regional Child Support Conference at Detroit, Michigan on May 22 through May 25, 2000, in the amount of \$1,040.00.

OECC is requesting that Lyndon Johnson attend the Electrical Seminar on P.L.C. at Columbus on June 20 through June 21, 2000, in the amount of \$688.60.

Insurance and Risk is requesting that Steve Savon attend the Public Risk Insurance Management Association Annual Conference at Charlotte, North Carolina on June 5 through June 7, 2000, in the amount of \$720.00.

Auditor is requesting that Shoreh Elhami attend the ESRI and URISA Conferences at San Diego and Orlando on June 26 through June 30, 2000, and August 20 through August 23, 2000, in the amount of 2,495.00.

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

**RESOLUTION NO. 00-377**

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

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

**TRANSFER OF APPROPRIATION**

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FROM:	TO:	AMOUNT:
072-7210-011 Economic Development – Benefits	072-7210-020 Economic Development - Srvs & Chrgs	\$7,000.00
072-7210-012 Economic Development – PERS	072-7210-020 Economic Development - Srvs & Chrgs	\$ 500.00
Vote on Motion	Mrs. Martin      Aye      Mr. Wuertz      Aye      Mr. Ward	Aye

**RESOLUTION NO. 00-378**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR A VOTER REGISTRATION SYSTEM AND ELECTION MANAGEMENT SYSTEM:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Thursday May 25, 2000, at 10:00 AM.**

Vote on Motion	Mr. Wuertz	Aye	Mr. Ward	Aye	Mrs. Martin	Aye
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**RESOLUTION NO. 00-379**

**IN THE MATTER OF PLATS APPROVAL FOR TARTAN FIELDS, PHASES 12 AND 13; RESUBDIVISION OF LOT 3001 IN WOODLANDS OF LOCH LOMOND; SORAYA ESTATES NORTH SUBDIVISION AND DITCH MAINTENANCE PETITION FOR CHESHIRE COVE, SECTION 1:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following Plats and Ditch Petition:

**Tartan Fields, Phases 12**

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Virginia Military Survey Number 2546 and containing 12.318 Acres, more or less, including 2.355 Acres of right of way, being 12.133 Acres out of the original 29.108 Acre Tract conveyed to Northwood Land Corporation of record in Deed Book 583, Page 85, and .771 Acre out of the 0.978 Acre Tract conveyed to Northwood Land Corporation of record in Deed Book 650, Page 306, and all of the 0.010 Acre Tract conveyed to Northwood Land Corporation of record in Deed Book 654, Page 820 by Deed Records of the Recorder’s Offices, Delaware County, Ohio. Lot fee in the amount of \$36.00.

**Tartan Fields, Phase 13**

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Virginia Military Survey Number 2546, containing 10.500 Acres, more or less, including 1.967 Acres of right of way, and being all of the 7.499 Acre Tract conveyed to the Northwood Land Corporation by Deed of Record in Deed Book 665, Page 001, and 3.019 Acres out of the original 29.108 Acre tract conveyed to the Northwood Land Corporation by Deed of Record in Deed Book 583, Page 85, records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$42.00.

**Resubdivision of Lot 3001 in Woodlands of Loch Lomond**

Situated in the State of Ohio, County of Delaware, Township of Liberty and being a part of Farm Lots 19 and 20 in Section 4, Township 3, Range 19, United States Military Lands and containing 3.1333 Acres of Land, said Acreage consisting of Lot 3001 of the Woodlands at Loch Lomond, Section 1, Phase 1 as delineated upon plat recorded in plat cabinet 2, slides 94 and 94A, as well as 1.4483 Acres conveyed to James B. and Lois M. Blumenstiel by Deed of Record in D.R. Book 21, Page 156, in the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$

**Soraya Estates North Subdivision**

Situated in the Township of Scioto, County of Delaware, State of Ohio and being a part of Farm Lot 3 of Virginia Military Survey Number 2673, Virginia Military Lands, and a part of Lot 4 of Virginia Military Survey Number 3884, Virginia Military Lands and being part of the same tract as conveyed to M. H. Dakhteh Companies, Inc. as recorded in Deed Book 658, Page 725, County Recorder’s Office, Delaware, Ohio. Lot fee in the amount of \$9.00.

**Ditch Petition –Cheshire Cove, Section 1**

We the undersigned owners of 20.252 acres in Berlin Township, Delaware County, Ohio propose to create a

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subdivision known as Cheshire Cove, Section 1 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Cheshire Cove, Section 1 Subdivision.

The cost of the drainage improvements is \$209,035.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$6,967.83 per lot. An annual maintenance fee equal to 2% of this basis \$139.36 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,180.80 has been paid to Delaware County.

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

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

**RESOLUTION NO. 00-380**

**IN THE MATTER OF ACCEPTING ROAD (AIKIN CIRCLE NORTH AND CORRECTING THE LENGTH OF AIKIN CIRCLE SOUTH:**

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

**Walker Wood, Section 3**

**Acceptance of:**

- ◆ Aikin Circle North, to be known as Township Road Number 901
- ◆ Change length of Aikin Circle South to 0.18 mile from .20 mile

Approval to Return the Cash Bond being held as maintenance surety to the developer, Planned Communities, Inc.

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

**RESOLUTION NO. 00-381**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR TARTAN FIELDS, PHASES 8A, 8B, 12, 13 AND 17:**

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

**Tartan Fields, Phase 8A**

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 2000-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$10,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount has been received.

**Tartan Fields, Phase 8B**

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 2000-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$36,600** for the duration of the one-year maintenance period. A Letter of Credit in that amount is has been received.

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**Tartan Fields, Phase 12**

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 2000-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$26,500** for the duration of the one-year maintenance period. A Letter of Credit in that amount has been received.

**Tartan Fields, Phase 13**

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 2000-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$26,500** for the duration of the one-year maintenance period. A Letter of Credit in that amount has been received.

**Tartan Fields, Phase 17**

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 2000-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$36,600** for the duration of the one-year maintenance period. A Letter of Credit in that amount has been received.

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

**RESOLUTION NO. 00-382**

**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>
U000039	Time Warner Comm.	Section Line Road	Install cable TV line
U000040	Columbia Gas	Tartan Fields Drive	Install gas main

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

**RESOLUTION NO. 00-383**

**IN THE MATTER OF REQUESTING THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA FACIE SPEED LIMIT OF 35 MPH FOR A SPECIFIED SECTION OF OSTRANDER ROAD, CR 163::**

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

Whereas Ostrander Road runs from the Village of Ostrander to State Route 257 at the Village of Warrensburg. This area is rural and the site distance is excellent, the traffic is light, and the pavement is new. The character of the area changes when a vehicle reaches the American Aggregates quarry. Beyond the quarry entrance both sides of the road are lined with houses for the remaining half-mile ending at SR 257. Virtually all of the quarry trucks approach the quarry from the east and depart the quarry headed east. The quarry truck traffic is so heavy that a truck enters or departs the quarry every few minutes. There are no sidewalks in Warrensburg, and consequently people can be frequently seen walking or riding bicycles in the roadway. In the Village of Warrensburg this road is more like a residential street. The County Engineer feels that a potential safety hazard exists due to the presence of children playing and people walking in the roadway. The speed limit on State Route 257 is already 35 mph in the village of Warrensburg.

Therefore Be It Resolved, the Delaware County Commissioners request that the Director of the Ohio Department of Transportation determine and declare a reasonable and safe prima facie speed limit of 35 mph for the section of Ostrander Road, CR 163 from the entrance of the American Aggregates Quarry to SR 257.

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

**RESOLUTION NO. 00-384**

**IN THE MATTER OF APPROVING THE CONTRACT WITH MASTERMIND SYSTEM FOR A NO PASSING ZONE STUDY:**

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

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**CONTRACT**

**THIS AGREEMENT**, made on this 8th day of May, 2000 by and between Delaware County, Ohio to be known hereafter as the County, and MasterMind Systems, Inc., 345 Rice St., Elmore, Ohio 43416, to be known hereafter as the consultant is hereby set out to terms and conditions.

**WHEREAS**, the County desires to obtain a Consultant to perform engineering studies, and

**WHEREAS**, the Consultant is capable of performing said engineering studies and has expressed a willingness to provide same.

**NOW THEREFORE**, the County and the consultant, for the considerations hereinafter set forth, agree as follows:

**ARTICLE I – Scope of Work**

The consultant shall furnish all labor, materials, tools, machinery and appurtenances, necessary to perform all work in the execution of a “No Passing Zone Study”. In addition the consultant shall meet all requirements and specifications set forth in Addendum #1 to this contract.

**ARTICLE II – Length of Contract**

The work performed under the terms of this Contract shall commence as soon as possible and shall be completed on or before September 30, 2000.

**ARTICLE III – The Contract Sum**

The County shall pay to the Consultant for the satisfactory performance of Contract as follows: Eighteen Thousand four Hundred Eighty dollars (\$18,480.00) for Three Hundred Thirty (330) miles of road to be inventoried.

**ARTICLE IV – Payment of the Contract Sum**

The total sum of the Contract shall be paid by the County within thirty (30) days after all contracted work has been successfully completed, and the Consultant has submitted a written invoice. The County reserves the right to approve all work performed by the Consultant before payment can be made.

**PROVISION 1 – Security Agreement Disclaimer**

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other consideration contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State in conjunction with the County, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the County shall reimburse the Consultant for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the consultant specifically for this project, shall become the property of the County.

**PROVISION 2 – Reporting Requirements**

Performance reports will be required to be submitted by the Consultant as frequently as required by the County. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output. (2) The reasons for slippage if established objectives are not met. (3) Additional pertinent information including analysis and explanation of cost overruns or high unit cost.

**PROVISION 3 – Patent Rights/Copyrights**

Neither the Consultant nor any of the Consultant’s employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other county for any product resulting from this agreement unless such disclosure is approved in writing by the County prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Consultant shall provide the County written authorization for the County and any other person, agency or instrumentality

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contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

**PROVISION 4 – Audit Practices**

The Consultant agrees access by the Federal, State, County, Township, or City government, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purpose of making audit, examination, exerts, and transcriptions.

**PROVISION 5 – Equal Employment Opportunity (E.E.O.)**

The County and Consultant agree to abide by all E.E.O. regulations, including but not limited to, Executive order 11264 of September 24, 1965 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

**PROVISION 6 – Labor Relations**

The County and Consultant agree to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5).

**PROVISION 7 – Energy Policy**

The county and Consultant agree to imply mandatory standards and policies relation to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).1

**PROVISION 8 – Assurances regarding the Parent Agreement**

The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and Delaware County and is attached hereto as an Appendix (Attach parent agreement.)

**PROVISION 9 – Record Retention**

The County and consultant agree to retain all required records for three years after the final payment is made and all other pending matters are closed.

**PROVISION 10 – Negligence Disclaimer/Indemnification**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys’ fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense one (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting thereof, and two (2) is caused in whole or in part by any negligent act or omission of the Consultant, any Subcontractor, anyone directly to indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the County or its agents or employees by any employee of the Consultant, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers’ or workmen’s’ compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Consultant under this Paragraph shall not extend to the liability of the County, its agents or employees, arising out of one (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change of orders, designs or specifications, or two (2) the giving of, or the failure to give, directions or instructions by the County, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

**PROVISION 11 – Liability Disclaimer**

This agreement disclaims the Governor’s Highway Safety Representative, the Ohio Department of Public Safety, Delaware County, and the Federal sponsor from liability for workman’s compensation, F.I.C.A., unemployment compensation, “wages or material liens,” or any other payment of any employer/employer relationship. It is understood that the Consultant is an independent contractor and that the County, it agents or employees are relieved from any obligation arising between an employer/employee relationship.

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**PROVISION 12 – Line of Credit**

THAT the Consultant shall carry a credit line on the cover or first page of any report that reads substantially as follows:

“Prepared by: MasterMind Systems, Inc.  
Funding provided in part or solely by the:  
National Highway Traffic Safety Administration  
Federal Highway Administration  
Ohio Department of Public Safety  
Office of the Governor’s Highway Representative

The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of the Governor’s Highway Safety Representative.”

Any studies, evaluations, summaries, etc., published by the consultant under this contract shall include the above disclaimer.

**PROVISION 13 – Miscellaneous Terms**

The employees of the Consultant are not entitled to any of the benefits the County provides its employees. Moreover, it is understood that the Consultant is free to contract for similar services to be performed of other parties while he is under contract with the County.

**PROVISION 14 – Insurance**

Employer’s Liability Insurance The consultant shall provide and shall cause each Subcontractor to provide adequate employer’s liability insurance for the protection of such of his employees, as are not otherwise protected. A copy of Workmen’s Compensation Certificate of the Consultant shall be submitted to the County. In addition the consultant shall submit to the County a valid Certificate of Liability Insurance with required coverage’s.

Compensation Insurance The consultant shall procure and shall maintain during the life of this contract Workmen’s Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Consultant shall require the Subcontractor similarly to provide Workmen’s Compensation Insurance for all of the latter’s employees to be engaged in such work unless such employees are covered by the protection afforded in the Consultant’s Workmen’s Compensation Insurance in case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen’s Compensation Statute.

Contractor’s Liability Insurance The consultant shall procure at his sole expense and keep in full force and effect during the life of this contract, policy or policies of insurance which provide the following coverage’s:

1. Contractor’s Public Liability Insurance providing coverage for property damage in an amount of not less than \$1,000,000.
2. Contractor’s Public Liability insurance providing coverage for wrongful death or bodily injury in an amount of not less than \$500,000 per person and \$1,000,000 per incident.
3. Vehicle Liability insurance providing coverage for property damage in an amount of not less than \$1,000,000.
4. Vehicle Liability Insurance providing coverage for wrongful death or bodily injury in an amount of not less than \$500,000 per person and \$1,000,000 per incident.

**Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance** The Consultant shall either:

1. Require each of his Subcontractors to maintain during the life of this contract the Liability Insurance described above or in the alternative, secure coverage of the type and in the amounts specified above under his insurance policies to cover each Subcontractor; or
2. Insure activities under his policy, as specified herein.

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement as of the day, month and year first above written.

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

**RESOLUTION NO. 00-385**

**IN THE MATTER OF APPROVING THE ESTIMATE AND PLANS FOR REPLACEMENT OF TROY ROAD BRIDGE:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following estimate and plans.

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**Troy Road Bridge Replacement** Estimate \$56,500.00

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

**RESOLUTION NO. 00-386**

**IN THE MATTER OF SANITARY SEWER PLANS APPROVAL IN HARVEST WIND, PHASE 7, SECTION 1 AND MEDALLION CLUB VILLAS NORTH:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plans for Harvest Wind, Phase 7, Section 1 and Medallion Club Villas North for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 00-387**

**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR ABBEY KNOLL, SECTIONS 1 & 2:**

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

**Abbey Knoll, Sections 1 & 2**

This agreement executed on this 2<sup>nd</sup> day of May 2000, by and between PLANNED COMMUNITIES, SUBDIVIDER, agent for Rockford Homes, Inc, as evidenced by the Abbey Knoll, Sections 1 & 2 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 \$182,000.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 62 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 (\$156,419.00) 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 \$9,385.14 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER

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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 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. 00-388**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN TARTAN FIELDS, PHASES 8A & 8B:**

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:

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Tartan Fields, Phases 8A & 8B                      1,654 feet of 8 inch sewer                      11 manholes  
Vote on Motion                      Mr. Wuertz                      Aye                      Mr. Ward                      Aye                      Mrs. Martin                      Aye

**RESOLUTION NO. 00-389**

**IN THE MATTER OF AWARDING PROPERTY AND LIABILITY INSURANCE WITH PENCO ALL LINES AGGREGATE PROGRAM:**

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

- WHEREAS, the Board of County Commissioners as required by Ohio Revised Code is responsible for the purchase of property and liability insurance for the county offices and departments; and
- WHEREAS, under Ohio Revised Code Section 307.86(F), competitive bidding is not required when a purchase consists of any form of insurance policy or contract authorized to be issued under Title XXXIX of the Revised Code or any form of health care plan authorized to be issued under Chapter 1751 of the Revised Code, or any combination of such policies, contracts, or plans that the contracting authority is authorized to purchase, and the contracting authority does all of the following:
1. Determines that compliance with the requirements of this section would increase, rather than decrease, cost of such purchase;
  2. Employs a competent consultant to assist the contracting authority in procuring appropriate coverage at the best and lowest prices;
  3. Requests issuers of such policies, contracts, or plans to submit proposals to the contracting authority, in a form prescribed by the contracting authority, setting forth the coverage and cost of such policies, contracts, and plans as the contracting authority desires to purchase;
  4. Negotiates with such issuers for the purpose of purchasing such policies, contracts, or plans at the best and lowest price reasonably possible.

Any consultant employed pursuant to division (F) of Ohio Revised Code Section 307.86 shall disclose any fees or compensation received from any source in connection with that employment; and

- WHEREAS, the Board of County Commissioners contracted with Williams Insurance Agency to perform the services as a competent consultant; and
- WHEREAS, Williams Insurance Agency for Delaware County has received a proposals from several vendors for All Lines Aggregate Program insurance policies for the years May 1, 2000 through April 30, 2003; and
- WHEREAS, Williams Insurance Agency has reviewed all proposals with the appropriate Delaware County employees and recommends bid be awarded to PENCo for its All Lines Aggregate Program;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners, Delaware County, State of Ohio, accepts the proposal from PENCO All Lines Aggregate Program, as specified below, at the premium cost of \$220,497.00.

A. The PENCO All Lines Aggregate Program as follows:

<u>Insurance Coverage</u>	<u>Limits</u>	<u>S.I.R.</u>
Property Insurance	\$126,265,849	\$100,000
Excess Bridge Insurance	\$46,316,837	\$1,000,000
Excess Sewer Line Insurance	\$10,000,000	\$1,000,000
General Liability Insurance	\$8,000,000	\$500,000
Automobile Liability Insurance	\$8,000,000	\$500,000
Public Official Liability	\$8,000,000	\$500,000
Crime Insurance	\$1,000,000	\$100,000
Claims Administration by WASC, Loss Control Services, Aggregate Loss Fund of \$500,000, and Aggregate Excess Limit of \$1,000,000 at a total premium of \$214,497.00.		

B. Conversion to the Occurrence Policy with a current retroactive dates and a extended reporting period of thirty-six months at a premium of \$6,000.00.

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

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RESOLUTION NO. 00-390

IN THE MATTER OF RESEDULING DUNCAN WHITNEY SESSION AND CHANGE THE TIME  
FOR THE COMMISSIONERS SESSION ON JULY 3, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward that the Commissioners Session for Monday July 3 be held at 9:00AM due to the holiday and that Duncan Whitney scheduled for May 8 be reschedule for May 15 at 8:00 AM.

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

**Elected Officials Luncheon**

**May 10, 2000**

Present: Judge Krueger, Jim Ward, Mona Reilly, Don Wuertz, Chris Shaw, Kevin Williams, Deborah Martin, Letha George, Bob Loversidge, Dave Yost, Judge Shaw, and Dave Cannon

Discussed: Surety Bonds, Records Center, Workers Compensation Premium, Community Survey, Administration Building Update, Software Training, and Credit Union.

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Letha George, Clerk to the Commissioners