

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 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

- 7:30 PM Continuing the Public Hearing for Annexation of 77.5 Acres from Delaware Township to the City of Delaware**
- 7:40 PM Public Hearing to Reconstruct and Alter the Intersection of South Old 3-C Highway and State Route 3, County Road Number 24, Genoa Township**
- 7:50 PM Public Hearing for Intersection Improvements to Maxtown and Tussic Street and Maxtown and Sunbury Road, Genoa Township**
- 8:00 PM Public Hearing of Annexation Petition file for 157.517 Acres from Delaware Township to the City of Delaware**

RESOLUTION NO. 00-797

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD SEPTEMBER 25, 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 September 25, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT – Senator Bill Harris was present. Mr. Cannon announced a meeting to discuss the new annexation bill which will be held October 10, 2000.

Senator Bill M. Harris, State Senator

RESOLUTION NO. 00-798

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 283619 THROUGH 284306:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 283619 through 284306 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-799

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Code Compliance is requesting that Dave LaValle attend the Major Land Use Laws in Ohio Seminar at Columbus on November 9, 2000, in the amount of \$189.00.

Auditor is requesting that Merrill “Pinky” Sheets attend the Weight & Measures Conference at Worthington on October 10 through October 14, 2000, in the amount of \$190.00.

Auditor is requesting that Ron Clayton and Patrick Brandt attend the Sequel Server Course at Columbus on October 9 through October 12, 2000, in the amount of \$3,762.50.

Administrative Services is requesting that Jay Shannon attend the Wildlife Control Clinic at Old Washington, Ohio on September 30, 2000, at no charge.

Sanitary Engineer is requesting that Lyndon Johnson attend the OWEA Southeast Section Meeting at Newark on October 12, 2000, in the amount of \$15.00.

Juvenile Court is requesting that Terrie Clinger attend the Judicial Training on Adolescent Sex Offenders at Mohican State Park on November 15, 2000, in the amount of \$50.00.

Administrative Services is requesting that Christine Shaw and Lori Detter attend the briefing on Electronic Government at Columbus on October 12, 2000, in the amount of \$51.00.

Engineer is requesting that Chris Bauserman, Ryan Mraz, Tiffany Brinkmoeller and Cindy Davis attend the CCAO/CEAO Annual Winter Conference at Columbus on December 10 through December 13, 2000, in the

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000

amount of \$1,051.50.

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

RESOLUTION NO. 00-800

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

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0120-035 Gen Fund/Comm - Contingency	001-3110-020 Gen Fund/Mun Court - Srvs & Chrgs	\$ 25,000.00
001-0310-015 Gen Fund/Auditor - Mat & Sup	001-0310-020 Gen Fund/Auditor - Srvs & Chrgs	\$ 2,000.00
001-0310-012 Gen Fund/Auditor - PERS	001-0310-040 Gen Fund/Auditor - Equip	\$ 470.00
001-3210-020 Gen Fund/Bd of Elections - Srvs & Chrgs	001-3210-015 Gen Fund/Bd of Elections - Mat & Sup	\$ 1,000.00
086-8610-040 20/20 - Equip	086-8610-045 20/20 - Debt Service	\$ 183,442.37
091-9110-040 911 - Equipment	091-9110-020 911 - Srvs & Chrgs	\$ 10,000.00

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

RESOLUTION NO. 00-801

IN THE MATTER OF APPROVING THE PLAN FOR DEL U. S. 23, PHASE 1(GREIF BROS.); DITCH PETITION HARVEST WIND, PHASE 4:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the plan and ditch petition:

Del U. S. 23, Phase 1 (Greif Bros.)

Berlin Township, Delaware County, pavement widening for 0.24 mile to provide one southbound right turn land into the proposed 148.7 acre Greif Bros. Office Park development on U.S. 23 between Hyatts Road and Winters Road.

Harvest Wind, Phase 4 – Ditch Petition

We the undersigned owners of 26.476 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Harvest Wind, Phase 4 as evidenced by the subdivision plant (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 Harvest Wind, Phase 4 subdivision plat.

The cost of the drainage improvements is \$43,453.84 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-nine lots are created in this plat and each lot receives an equal share of

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,114.20 per lot. An annual maintenance fee equal to 2% of this basis \$22.28 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 \$869.08 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. 00-802

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR WOODS ON SELDOM SEEN, PHASE III, SECTION 1; WHISPERING CREEK AND WORTHINGTON ROAD WIDENING AT MEADOWOOD SUBDIVISION;

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

Woods on Seldom Seen, Phase III, Section 1

THIS AGREEMENT executed on this 2nd day of October 2000, between **CRAFTON PROPERTIES** as evidenced by the **WOODS ON SELDOM SEEN, PHASE III, SECTION 1** Construction Plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 7/28/00, 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 all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

Specifications.

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

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

CONSTRUCTION

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

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

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

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

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

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

Whispering Creek

THIS AGREEMENT executed on this 2nd day of October 2000, between **LUKE BLAZEK AND BRAD HOLBERT** as evidenced by the **WHISPERING CREEK** Construction Plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/19/00, 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 all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TEN**

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

Worthington Road Widening at Meadowood Subdivision

THIS AGREEMENT made and entered into this 2nd day of October by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **EPCON**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**WORTHINGTON ROAD WIDENING AT MEADOWOOD SUBDIVISION**" which was approved by the County Engineer on July 26, 2000, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SIXTY-ONE THOUSAND ONE HUNDRED SEVEN DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
- 4) The **SUBDIVIDER** shall deposit **FOUR THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000

- 5) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 6) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 7) The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER, 2001**.
- 8) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**/
- 9) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 10) If the **SUBDIVIDER** should 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**.
- 11) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 12) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 00-803

IN THE MATTER OF AUTHORIZATION TO TAKE ACTION ON THE BONDS OF NHG DEVELOPMENT GROUP, THE DEVELOPER, FOR TARTAN FIELDS, PHASES 8A & 8B; TARTAN FIELDS, PHASES 12 & 13; TARTAN FIELDS, PHASE 17; AND THE SLANE COMPANY, THE DEVELOPER, FOR WHITETAIL MEADOWS:

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

Tartan Fields, Phases 8A and 8B

On August 7, 2000, a letter was sent to NHG Development Group, the developer for the referenced subdivision, advising them of the remaining work on these phases of the project that needed to be addressed. Another letter was sent to NHG on September 14, 2000 as a follow up to our August 7, 2000 letter. As of this date, we have received no response from them. We are, therefore, requesting authority to take action against their bonds should they fail to comply to our requests by September 29, 2000.

Tartan Fields, Phases 12 & 13

On July 18, 2000 a letter was sent to NHG Development Group, the developer for the referenced subdivision, advising them of the remaining work on these phases of the project that needed to be addressed. As of this date, we have received no response from them. We are, therefore, requesting authority to take action against their bonds should they fail to comply to our requests by September 29, 2000.

Tartan Fields, Phase 17

On July 14, 2000, a letter was sent to NHG Development Group, the developer for the referenced subdivision, advising them of the remaining work on this phase of the project that needed to be addressed. As of this date, we have received no response from them. We are, therefore, requesting authority to take action against their bonds should they fail to comply to our requests by September 29, 2000.

Whitetail Meadows

On July 25, 2000, a letter was sent to The Slane Company, the developer for the referenced subdivision, advising them of the remaining work on the project that needed to be addressed. As of this date, we have received no response from them. We are, therefore, requesting authority to take action against their bonds should they fail to comply to our requests by September 29, 2000.

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

RESOLUTION NO. 00-804

IN THE MATTER OF ACCEPTING ROADS IN BAINBRIDGE MILLS, PHASE 2, PART 1; SHERBROOK, PHASE 5 AND HIGHLAND LAKES EAST, SECTION 14, PHASE 1:

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000

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

Bainbridge Mills, Phase 2, Part 1

- An extension of 0.17 mile to **Township Road Number 730, Bainbridge Mills Drive**
- **Brettridge Drive** to be known as **Township Road Number 934**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Homewood Corporation

Sherbrook, Phase 5

- An extension of 0.22 mile to **Township Road Number 539, Hilmar Drive**
- **Olga Court**, to be known as **Township Road Number 929**
- **Steinbeck Way** to be known as **Township Road Number 930**
- **Poe Place**, to be known as **Township Road Number 931**
- **Wingstem Street**, to be known as **Township Road Number 932**
- **Sanders Way**, to be known as **Township Road Number 933**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, M/I Schottenstein Homes

Highland Lakes East, Section 14, Phase 1

- An extension of 0.18 mile to **Township Road Number 792, Champions Drive**

We also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes

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

RESOLUTION NO. 00-805

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN SHERBROOK, PHASE 5 AND BAINBRIDGE MILLS, PHASE 2, PART 1:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize stop conditions at the following locations:

Sherbrook, Phase 5

- On Township Road Number 929, Olga Court, at its intersection with Township Road Number 539, Hilmar Drive
- On Township Road Number 930, Steinbeck Way, at its intersection with Township Road Number 932, Wingstem Street
- On Township Road Number 931, Poe Place, at its intersection with Township Road Number 930, Steinbeck Way
- On Township Road Number 932, Wingstem Street, at its intersection with Township Road Number 539, Hilmar Drive
- On Township Road Number 933, Sanders Way, at its intersection with Township Road Number 932, Wingstem Street

Bainbridge Mills, Phase 2, Part 1

- On Township Road Number 730, Bainbridge Mills Drive at its intersection with Township Road Number 934, Brettridge Drive
- On Township Road Number 934, Brettridge Drive, at its west intersection with Township Road Number 730, Bainbridge Mills Drive

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

RESOLUTION NO. 00-806

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SUMMERFIELD VILLAGE, SECTION 2, PHASE 1 AND PIATT MEADOWS, SECTION 2, PHASE 1:

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

Summerfield Village, Section 2, Phase 1

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

review, we have determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$30,655** for the duration of the one-year maintenance period. A Bond in that amount is currently in place. We also request approval to return the Performance Bond being held as surety to the developer, Dominion Homes.

Piatt Meadows, Section 2, Phase 1

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$30,600** for the duration of the one-year maintenance period. A Bond in that amount is currently in place. We also request approval to return the Performance Bond being held as surety to the developer, Dominion Homes.

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

RESOLUTION NO. 00-807

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000126	Columbia Gas	Dornoch Estates	Extend gas main
U000127	Columbia Gas	Scioto Reserve 2-2	Install gas main
U000128	Columbia Gas	Harvest Wind 6,1	Install gas main
U000129	Columbia Gas	Miller Paul Road	Install gas main
U000130	Columbia Gas	Harvest Wind 7,1	Extend gas main

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

RESOLUTION NO. 00-808

IN THE MATTER OF APPROVING THE COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND ORANGE TOWNSHIP, VILLAGE OF POWELL AND CITY OF DELAWARE:

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

*“COOPERATION AGREEMENT”
ORANGE TOWNSHIP & DELAWARE COUNTY*

ORANGE ROAD IMPROVEMENTS

ORANGE TOWNSHIP RESOLUTION NUMBER _____ DATE _____

DELAWARE COUNTY RESOLUTION NUMBER _____ DATE _____

Orange Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Orange Road Improvement project from South Old State to Bale Kenyon.

Orange Township will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the road and bridge and or/general fund.

Delaware County through the County Engineer will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Orange Township to be the lead applicant and to sign all necessary documents.

Orange Township agrees to pay its 10.0% of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its 10.0% (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Orange Township at the award of the construction contract. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Village of Powell

*“COOPERATION AGREEMENT”
VILLAGE OF POWELL & DELAWARE COUNTY*

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000

SELDOM SEEN ROAD RECONSTRUCTION

VILLAGE OF POWELL ORDINANCE NUMBER _____ DATE
DELAWARE COUNTY RESOLUTION NUMBER _____ DATE

Village of Powell and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Seldom Seen Road Reconstruction from RR crossing to Liberty Road.

Village of Powell will provide funds totaling 15.1 % of the cost of the project name. Such funds will come from the general fund.

Delaware County through the County Engineer will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Village of Powell to be the lead applicant and to sign all necessary documents.

Village of Powell agrees to pay its 15.1% of the cost as invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 10.0% (estimated at \$34,190 but not to exceed \$50,000) of the cost to the Village of Powell at or just prior to the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

City of Delaware

*"COOPERATION AGREEMENT"
CITY OF DELAWARE & DELAWARE COUNTY*

LONDON ROAD STORM SEWER IMPROVEMENTS

CITY OF DELAWARE ORDINANCE NUMBER _____ DATE
DELAWARE COUNTY RESOLUTION NUMBER _____ DATE

City of Delaware and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the London Road Storm Sewer Improvements.

City of Delaware will provide funds totaling 19.41 % of the cost of the project name. Such funds will come from the general fund.

Delaware County through the County Engineer will provide funds totaling 19.4 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes City of Delaware to be the lead applicant and to sign all necessary documents.

City of Delaware agrees to pay its 19.4% of the cost as invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 19.4% (not to exceed \$50,000) of the cost to the City of Delaware at or just prior to the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

RESOLUTION NO. 00-809

IN THE MATTER OF APPROVING AND AWARDED THE CONTRACT FOR THE EMERGENCY REPAIRS TO THE HOME ROAD BRIDGE:

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

CONTRACT

AGREEMENT made and entered into this 2nd day of October 2000, by and between the **DELAWARE COUNTY COMMISSIONERS** Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **THE RIGHTER COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of TWENTY-NINE THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS AND TWENTY CENT (\$29,735.20), to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all the necessary material, labor and

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

equipment required to complete the project known as **HOME ROAD BRIDGE OVER THE O'SHAUGHNESSEY RESERVOIR REPAIRS**, in accordance with the attached Proposal.

SAID SECOND PARTY hereby agrees to hold **Delaware 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 subcontractors, agents or employees.

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 with a certified copy of the Contractor's payroll. *SECOND PARTY* also agrees that it will be his sole responsibility to provide any and all revisions to the **Prevailing Wage Rates** as provided to him by **Delaware County** during the course of this project to any and all subcontractors he may use on this project.

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

RESOLUTION NO. 00-810

A RESOLUTION AUTHORIZING THE CREATION OF A COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS) ADVISORY COMMITTEE TO OVERSEE THE UPDATE OF THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS):

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG program for the purpose of addressing local housing needs throughout the county; and

WHEREAS, the County anticipates applying for future CDBG program funding for the Delaware County CHIP; and

WHEREAS, to remain eligible for funding under the CDBG program for the CHIP, the County is required to have an updated Community Housing Improvement Strategy (CHIS); and

WHEREAS, the County desires to create a CHIS Advisory Committee to oversee the updating of the Delaware County CHIS.

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

Section 1. That the Delaware County Commissioners determine that the Delaware County Affordable Housing Task Force is named as the volunteer advisory board having oversight responsibility for the 2000 - 2001 Delaware CHIS Update project.

Section 2. That the Board of Commissioners direct the Delaware County Economic Development Director to work with the Delaware County Affordable Housing Task Force to facilitate and provide oversight of the 2000 - 2001 CHIS Update.

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

RESOLUTION NO. 00-811

IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR WILSHIRE ESTATES, SECTION 5:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve sanitary sewer plan for Wilshire Estates, Section 5 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 00-812

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR WEDGEWOOD, SECTION 10:

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

Wedgewood, Section 10

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

This agreement executed on this 2nd day of October 2000, by and between Davidson Phillips, Inc. SUBDIVIDER, as evidenced by the Wedgewood, Section 10 Subdivision Plat with the Delaware County Recorder 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 the Delaware County Sanitary Engineer \$22,243.00 (24 lots-20.23 prepaid credits=3.77 remaining lots x \$5900), representing the payment of one hundred percent (100%) of the capacity charges then in effect for each single family residential connection, for 24 equivalent single family residential connections.

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 (\$145,000) 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 \$10,150.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00

CAMERA TRUCK \$150.00

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

The SUBDIVIDER for a period of five- (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

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.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

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. 00-813

IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:

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

Karla Jacobs has been promoted from TCO II to TCO II Lead for 9-1-1; effective date of promotion is October 3, 2000.

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

RESOLUTION NO. 00-814

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND LEPI ENTERPRISES, INC. FOR THE ASBESTOS ABATEMENT ON COUNTY OWNED HOMES ON NORTH UNION AND NORTH SANDUSKY STREETS:

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

LEPI ENTERPRISES, INC.

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

***BID PACKAGE 1 – ASBESTOS CONTAINING MATERIAL ABATEMENT
DELAWARE COUNTY SERVICES BUILDING
124-148 NORTH SANDUSKY STREET
DELAWARE, OHIO 43015***

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of **FORTY-EIGHT THOUSAND DOLLARS (\$48,000)** (the "Contract Price"), based upon the Bid Form, dated September 19, 2000 submitted by the Contractor.

***BASE BID AMOUNT \$48,000 INCLUDING ALLOWANCES
NO ALTERNATES AWARDED***

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before a.)

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000

Complete Asbestos Removal in Base Contract including allowance work with the exception of 148 North Sandusky Street with 21 Calendar Days from Notice To Proceed and b.) complete asbestos removal for address 148 North Sandusky Street within 7 Calendar Days from Permission to Access Site Notice to Proceed is provided, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Contract Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

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

RESOLUTION NO. 00-815

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND ROBERTS CONSTRUCTION AND DEMOLITION FOR THE DEMOLITION OF THE COUNTY OWNED HOMES ON NORTH UNION AND NORTH SANDUSKY STREET:

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

ROBERTS CONSTRUCTION AND DEMOLITION.

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

***BID PACKAGE 2 – STRUCTURES DEMOLITION
DELAWARE COUNTY SERVICES BUILDING
124-148 NORTH SANDUSKY STREET
DELAWARE, OHIO 43015***

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of **FOUR HUNDRED NINETY THOUSAND DOLLARS (\$490,000)** (the "Contract Price"), based upon the Bid Form, dated September 19, 2000 submitted by the Contractor.

***BASE BID AMOUNT \$460,000 INCLUDING ALLOWANCES
ALTERNATE NO. 5 AWARD AMOUNT \$30,000***

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before a.) ***Complete all work including utility removal and capping, building demolition and backfill of basements and removal of debris from site with 21 calendar days after ACM Abated buildings has been completed not to exceed 45 calendar days from Notice to Proceed with the exception of 148 North Sandusky Street and*** b.) ***Complete Demolition of 148 North Sandusky Street including debris removal and backfilling of below grade or basement areas, utility removal and capping within 7 Calendar days after Permission to Access Site Notice to Proceed is provided*** following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Contract Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 00-816

7:30 PM - CONTINUING THE PUBLIC HEARING FOR ANNEXATION OF 77.5, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

Reconvene the Hearing at 7:40 PM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to continue the Hearing until January 2, 2001, at 7:30 PM.

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

RESOLUTION NO. 00-817

7:40 PM - PUBLIC HEARING TO RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP:

Hearing Opened at 7:45 PM.

It was moved by Mrs. Martin to Close the Hearing at 7:47PM:

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000

RESOLUTION NO. 00-818

IN THE MATTER OF ESTABLISHING THE NEED TO RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO. DECLARED NECESSARY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it shall so declare by Resolution; now, therefore, upon motion of Commissioner Mr. Ward, seconded by Commissioner Mr. Wuertz:

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

Section 1) That the Clerk of the Board of County Commissioners of Delaware County, Ohio, did cause legal publication on September 15 and September 22, 2000, in accordance with the law.

Section 2) That on September 25, 2000, at 10:30 am the proposed project was viewed by the Delaware County Commissioners on the line of said proposed improvements. The public hearing on this matter was held on October 2, 2000, at 7:40 pm.

Section 3) That it is necessary for the public convenience and welfare that proceedings be initiated to RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO

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

RESOLUTION NO. 00-819

RESOLUTION TO PREPARE SURVEYS, PLANS ESTIMATES, SPECIFICATIONS, AND PLATS TO RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO. AS VIEWED ON SEPTEMBER 25, 2000 AT 10:30 PM:

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

THE COUNTY ENGINEER SHALL FILE ALL NECESSARY PLANS, ESTIMATES, SPECIFICATIONS, SURVEYS, AND PLATS AT THE EARLIEST DATE POSSIBLE.

WHEREAS, on September 11, 2000, by Resolution Number 00-735 the Board of County Commissioners did fix the public viewing for September 25, 2000, at 10:30 am and by same resolution did set the final public hearing for October 2, 2000, at 7:40 p.m.

WHEREAS, legal notice was published in a newspaper of general circulation in said County; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, did on the September 25, 2000, the day fixed for the viewing of said proposed improvement TO RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO. DECLARED NECESSARY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO MET ON THE LINE THEREOF AS DESCRIBED IN SAID resolution of Intent Number 00-735, and did go over and along the lien of said proposed improvement and the premises adjacent thereto, which are to be affected thereby and does find that the proposed improvement to TO RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO. DECLARED NECESSARY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO is of sufficient importance to require that the Engineer of Delaware County, Ohio be instructed and directed to make all necessary surveys, plans, estimates, specifications, and plats:

Now, therefore, upon motion of Commissioner (Insert name), seconded by Commissioner (Insert name):

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

Section 1) That the Engineer of Delaware County, Ohio, be and hereby is authorized and instructed to make all necessary, plans, estimates, specifications, surveys, and plats of the proposed improvement of TO RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000**

DECLARED NECESSARY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, an accurate and detailed description of each tract of land which will be necessary to be taken, together with the names of each owner, to set stakes at the termini of each right-of-way line and at all angles between such termini and at sufficient other points in the right-of-way lines so that the bounds of the proposed herein described road improvement may be discernible in the property owners' property.

The Engineer's plans, estimates, specifications, surveys, and plats of the proposed improvement shall be submitted to the County Commissioners at the earliest date possible.

Section 2) That the Delaware County Engineer, by his request, is hereby authorized and directed to investigate and recommend to this Board a consulting engineer to be employed to assist him in the preparation of plans and all other related documents for the above mentioned improvement.

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

RESOLUTION NO. 00-820

7:50 PM - PUBLIC HEARING FOR INTERSECTION IMPROVEMENTS TO MAXTOWN AND TUSSIC STREET AND MAXTOWN AND SUNBURY ROAD, GENOA TOWNSHIP:

Hearing Opened at 7:50 PM.

It was moved by Mrs. Martin to Close the Hearing at 7:52 PM.

RESOLUTION NO. 00-821

IN THE MATTER OF ESTABLISHING THE NEED TO, IMPROVE THE INTERSECTIONS OF MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND TUSSIC STREET ROAD, COUNTY ROAD NUMBER 108 AND MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND SUNBURY ROAD, COUNTY ROAD NUMBER 30, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO. AND DECLARING NECESSARY BY A UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it shall so declare by Resolution; now, therefore, upon motion of Commissioner Mr. Ward, seconded by Commissioner Mr. Wuertz:

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

Section 1) That the Clerk of the Board of County Commissioners of Delaware County, Ohio, did cause legal publication on September 15 and September 22, 2000, in accordance with the law.

Section 2) That on September 25, 2000, at 10:45 am the proposed project was viewed by the Delaware County Commissioners on the line of said proposed improvements. The public hearing on this matter was held on October 2, 2000, at 7:50 pm.

Section 1) That it is necessary for the public convenience and welfare that proceedings be initiated to IMPROVE THE INTERSECTIONS OF MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND TUSSIC STREET ROAD, COUNTY ROAD NUMBER 108 AND MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND SUNBURY ROAD, COUNTY ROAD NUMBER 30, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO

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

RESOLUTION NO. 00-822

RESOLUTION TO PREPARE SURVEYS, PLANS ESTIMATES, SPECIFICATIONS, AND PLATS TO IMPROVE THE INTERSECTIONS OF MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND TUSSIC STREET ROAD, COUNTY ROAD NUMBER 108 AND MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND SUNBURY ROAD, COUNTY ROAD NUMBER 30, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO AS VIEWED ON SEPTEMBER 25, 2000, AT 10:45 AM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the resolution and look at appropriate way to hand the traffic:

THE COUNTY ENGINEER SHALL FILE ALL NECESSARY PLANS, ESTIMATES, SPECIFICATIONS, SURVEYS, AND PLATS AT THE EARLIEST DATE POSSIBLE.

WHEREAS, on September 11, 2000, by Resolution Number 00-736 the Board of County Commissioners did fix

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2000

the public viewing for September 25, 2000, at 10:45 am and by same resolution did set the final public hearing for October 2, 2000, at 7:50 pm

WHEREAS, legal notice was published in a newspaper of general circulation in said County; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, did on the September 25, 2000, the day fixed for the viewing of said proposed improvement of THE INTERSECTIONS OF MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND TUSSIC STREET ROAD, COUNTY ROAD NUMBER 108 AND MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND SUNBURY ROAD, COUNTY ROAD NUMBER 30, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO, meet on the line thereof as described in said Resolution of Intent Number 00-736, and did go over and along the line of said proposed improvement and the premises adjacent thereto, which are to be affected thereby and does find that the proposed improvement to THE INTERSECTIONS OF MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND TUSSIC STREET ROAD, COUNTY ROAD NUMBER 108 AND MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND SUNBURY ROAD, COUNTY ROAD NUMBER 30, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO is of sufficient importance to require that the Engineer of Delaware County, Ohio be instructed and directed to make all necessary surveys, plans, estimates, specifications, and plats;

Now, therefore, upon motion of Commissioner (Insert name), seconded by Commissioner (Insert name):

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

Section 1) That the Engineer of Delaware County, Ohio, be and hereby is authorized and instructed to make all necessary, plans, estimates, specifications, surveys, and plats of the proposed improvement of THE INTERSECTIONS OF MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND TUSSIC STREET ROAD, COUNTY ROAD NUMBER 108 AND MAXTOWN ROAD, TOWNSHIP ROAD NUMBER 32, AND SUNBURY ROAD, COUNTY ROAD NUMBER 30, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO, an accurate and detailed description of each tract of land which will be necessary to be taken, together with the names of each owner, to set stakes at the termini of each right-of-way line and at all angles between such termini and at sufficient other points in the right-of-way lines so that the bounds of the proposed herein described road improvement may be discernible in the property owners' property.

The Engineer's plans, estimates, specifications, surveys, and plats of the proposed improvement shall be submitted to the County Commissioners at the earliest date possible.

Section 2) That the Delaware County Engineer, by his request, is hereby authorized and directed to investigate and recommend to this Board a consulting engineer to be employed to assist him in the preparation of plans and all other related documents for the above mentioned improvement.

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

RESOLUTION NO. 00-823

8:00 PM –PUBLIC HEARING FOR ANNEXATION OF 157.517 ACRES, MORE OR LESS, FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

Reconvene the Hearing at 8:00 p.m.

It was moved by Mr. Wuertz, seconded by Mr. Ward to continue the Hearing until October 16, 2000, at 10:00 a.m.

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