

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 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 - Decision on the Annexation of 157.517 Acres from Delaware Township to City of Delaware  
 RESOLUTION NO. 00-895**

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

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

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

**RESOLUTION NO. 00-896**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:42 AM:**

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

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

**RESOLUTION NO. 00-897**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR  
 MEETINGS HELD OCTOBER 23, 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 October 23, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

Mr. Wuertz commented Big Walnut High School will be participating in the State play offs with their football team. Best wishes on this endeavor.

**Robert Morgan, Superintendent Delaware County Board of Development Disabilities**

**RESOLUTION NO. 00-898**

**IN THE MATTER OF ADOPTING A RESOLUTION DECLARING IT NECESSARY TO LEVY A  
 TAX IN EXCESS OF THE TEN MILL LIMITATION FOR THE OPERATING EXPENSES FOR  
 COMMUNITY MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES PROGRAMS  
 AND SERVICES BY THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

The Board of County Commissioners of Delaware County, Ohio met in regular session the 30<sup>TH</sup> day of October 2000, at the Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio with the following member present: Deborah Martin, James D. Ward, and Donald Wuertz

Commissioner Mr. Wuertz moved the adoption of the following Resolution:

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide the Delaware County Board of Mental Retardation and Developmental Disabilities for the necessary requirements; therefore be it

RESOLVED, by the Board of County Commissioners of Delaware County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation for the purpose of operating expenses for community mental retardation and developmental disabilities programs and services by the Delaware County Board of Developmental Disabilities at a rate of 2.1 mills for each one dollar of valuation, which amounts to \$0.21 for each one hundred dollars of valuation for a five year period, commencing with the 2001 tax year (a replacement tax of 2.1 mills.)

RESOLVED, that the question of levying additional taxes be submitted to the electors of said Delaware County at the Primary Election to be held at the usual voting places within said Delaware County on the 8th day of May 2001, pursuant to R.C. 5705.19 and R.C. 5705.222; and be it further

RESOLVED, that said levy be placed upon the tax list of the current year if the majority of the electors voting thereon vote in favor thereof; and be it further

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RESOLVED, that the Clerk of this Board of County Commissioners be and she is hereby directed to certify a copy of this Resolution to the Board of Elections, Delaware County, Ohio, this resolution is to be passed and certified to the Board of Elections seventy five days prior to the election upon which it will be voted and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Mr. Ward, seconded the motion and the roll being called upon its adoption the vote resulted as follows:

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

**RESOLUTION NO. 00-899**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 286066 THROUGH 286676:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve for payment warrants 286066 through 286676 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-900**

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

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

Dog and Kennel is requesting that Terry Conant attend the CCAO/CEAO Winter Conference at Columbus on December 11 through December 12, 2000, in the amount of \$125.00.

Administrative Services is requesting that Myra Williamson attend the Job Services Employer Committee Conference at Columbus on November 16 through November 17, 2000, in the amount of \$100.00.

Sanitary Engineer is requesting that Matt Kiss attend the Beneficial Use of By Products Conference at Columbus on November 30 through December 1, 2000, in the amount of \$180.00.

EMS is requesting that Bill Barks attend the Ohio EMT Instructor's Association Conference at Columbus on November 3 through November 5, 2000, in the amount of \$90.00.

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

**RESOLUTION NO. 00-901**

**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:
001-0120-011 Gen Fund/General - Benefits	001-0180-020 Gen Fund/Personnel - Srvs & Chrgs	\$ 15,000.00
001-0185-010 Gen Fund/Safety - Salaries	001-0180-020 Gen Fund/Personnel - Srvs & Chrgs	\$ 12,500.00
001-0185-012 Gen Fund/Safety - PERS	001-0180-020 Gen Fund/Personnel - Srvs & Chrgs	\$ 2,500.00
001-0120-035 Gen Fund/General - Contingency	001-2610-020 Gen Fund/Juvenile Court - Srvs & Chrgs	\$ 4,065.00
001-2710-010 Gen Fund/Probate Court - Salaries	001-2710-020 Gen Fund/Probate Court - Srvs & Chrgs	\$ 1,450.00
035-3510-047 Sanitary Engineer - Transfers	035-3510-020 Sanitary Engineer - Srvs & Chrgs	\$ 100,000.00

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

**RESOLUTION NO. 00-902**

**IN THE MATTER OF APPROVING PLANS FOR NORTHBROOKE CORPORATE CENTER, PHASE II AND AUGUSTA WOODS II; DITCH PETITION FOR SCIOTO RESERVE, SECTION 4, PHASES 3 & 4:**

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

**Northbrooke Corporate Center, Phase II**

Situated in the County of Delaware, State of Ohio, Township of Orange, being located in Farm Lots Nos. 21 & 22, Section 3, Township 3, Range 18, United States Military Lands. Reference DB546, Page 824

**Augusta Woods II**

Street, Storm & Water Improvements for Section 3, Township 3, Range 17, United States Military Lands, Genoa Township, Delaware County, Ohio.

**Scioto Reserve, Section 4, Phases 3 & 4 – Ditch Petition**

We the undersigned owners of 23.481 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as Scioto Reserve, Section 4, Phases 3 & 4 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 Scioto Reserve, Section 4, Phases 3 & 4 Subdivision.

The cost of the drainage improvements is \$111,526.40 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. One hundred twenty-five 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, \$1,415.20 per lot. An annual maintenance fee equal to 2% of this basis \$28.30 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 \$2,094.49 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. 00-903**

**IN THE MATTER OF APPROVING THE SUBDIVIDER’S AGREEMENT FOR NORTHBROOKE CORPORATE CENTER, PHASE II:**

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

**THIS AGREEMENT** executed on this 30<sup>th</sup> day of October 2000, between **AIRTIGHT LIMITED** as evidenced by the **NORTHBROOKE CORPORATE CENTER, PHASE II** 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 10/16/00, 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

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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 **SEVENTEEN THOUSAND THREE 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.

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

**RESOLUTION NO. 00-904**

**IN THE MATTER OF ACCEPTING THE ROADS IN WALKER WOOD, SECTION 8 AND 11;  
 TARTAN FIELDS, PHASE 17 AND CHESHIRE COVE, SECTION 1:**

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

**Walker Wood, Section 8**

- An extension of 0.24 mile to **Township Road Number 872, Maxwell Avenue**
- An extension of 0.18 mile to **Township Road Number 890, Coldharbor Boulevard**
- **Earldale Court**, to be known as **Township Road Number 945**
- **Emmanuel Drive**, to be known as **Township Road Number 946**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Planned Communities, Inc.

**Walker Wood, Section 11**

- **Clifford Court**, to be known as **Township Road Number 947**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Planned Communities, Inc.

**Tartan Fields, Phase 17**

- **Rob Roy Drive**, to be known as **Township Road Number 948**
- **Cape Court**, to be known as **Township Road Number 949**
- **Glasgow Court**, to be known as **Township Road Number 950**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group.

**Cheshire Cove, Section 1**

- **Lackey Meadows Drive**, to be known as **Township Road Number 942**
- **Lincolnshire Drive**, to be known as **Township Road Number 943**
- **Devonshire Drive**, to be known as **Township Road Number 944**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Maronda Homes of Ohio, Inc.

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

**RESOLUTION NO. 00-905**

**IN THE MATTER OF APPROVING STOP CONDITIONS FOR WALKER WOOD, SECTIONS 8 &  
 11; TARTAN FIELDS, PHASE 17 AND CHESHIRE COVE, SECTION 1:**

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

**Walker Wood, Section 8**

- On Township Road Number 890, Coldharbor Boulevard, at its intersection with Township Road Number 872, Maxwell Avenue
- On Township Road Number 945, Earldale Court, at its intersection with Township Road Number 872, Maxwell Avenue
- On Township Road Number 946, Emmanuel Drive, at its intersection with Township Road Number 872, Maxwell Avenue

**Walker Wood, Section 11**

- On Township Road Number 947, Clifford Court, at its intersection with Township Road Number 890, Coldharbor Boulevard

**Tartan Fields, Phase 17**

- On Township Road Number 948, Rob Roy Drive, at its intersection with Township Road Number 129,

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Concord Road

- On Township Road Number 949, Cape Court, at its intersection with Township Road Number 948, Rob Roy Drive
- On Township Road Number 950, Glasgow Court, at its intersection with Township Road Number 948, Rob Roy Drive

**Cheshire Cove, Section 1**

- On Township Road Number 942, Lackey Meadows Drive, at its intersection with Township Road Number 944, Devonshire Drive
- On Township Road Number 942, Lackey Meadows Drive, at its intersection with County Road Number 10, South Old State Road
- On Township Road Number 943, Lincolnshire Drive, at its intersection with Township Road Number 942, Lackey Meadows Drive

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

**RESOLUTION NO. 00-906**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR WALKER WOOD, SECTIONS 9 & 12; HIGHLAND LAKES NORTH, SECTION 6, PHASE 2 AND MARINER’S WATCH, SECTION 3:**

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

**Walker Wood, Section 9**

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 **\$9,500** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

**Walker Wood, Section 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 2001-construction season.

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$15,100** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

**Highland Lakes North, Section 6, Phase 2**

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 **\$15,500** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

**Mariner’s Watch, Section 3**

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 **\$26,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

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

**RESOLUTION NO. 00-907**

**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 work permits:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000143	Columbia Gas	Africa Road	Install gas main
U000144	Time Warner	Home Road	Install cable TV
U000146	Columbia Gas	Highland Lakes North 7	Install gas main
U000147	Ohio Edison	Duffy Road	Install electric
U000148	Advanced Underground Technologies	Olive Green Road	Install sanitary

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

**RESOLUTION NO. 00-908**

**IN THE MATTER OF APPROVING THE CONTRACT MODIFICATION #1 FOR EMERGENCY REPAIRS TO THE HOME ROAD BRIDGE:**

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

*AGREEMENT* made and entered into this 30<sup>th</sup> day of October 2000, by and between the **DELAWARE COUNTY COMMISSIONERS** Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **THE RIGTER COMPANY**, hereinafter designated as **SECOND PARTY**.

*WITNESSETH*, that said **SECOND PARTY**, for and in consideration of the sum of **A TOTAL OF FIFTY-THOUSAND DOLLARS (as outlined in Contract approved October 2, 2000 for \$29,735.20 and Contract Modification #1 for \$20,264.80)** to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all the necessary material, labor and equipment required to complete the project known as **HOME ROAD BRIDGE OVER THE OSHAUGHNESSEY 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            Mrs. Martin            Aye    Mr. Wuertz            Aye    Mr. Ward            Aye

**RESOLUTION NO. 00-909**

**IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:**

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

Leonard Wagner has accepted the position as Inspector for Sanitary Engineer Department; effective date of hire is November 6, 2000.

Stephen Smith has accepted the position as Inspector for Sanitary Engineer Department; effective date of hire is November 13, 2000.

Jack Rupp has accepted the position as Duty Supervisor for EMS; effective date of hire is November 13, 2000.

Thomas Shover has been promoted from Crew Chief to Duty Supervisor for EMS; effective date of promotion is November 6, 2000.

Robert Fish has been promoted from Crew Chief to Duty Supervision for EMS; effective date of promotion is November 6, 2000.

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

**RESOLUTION NO. 00-910**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR WOODS ON SELDOM SEEN, PHASE III, SECTION 1 AND THE POINT AT SCIOTO RESERVE, PHASE 1 CONDOMINIUMS:**

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

**Woods on Seldom Seen, Phase III, Section 1**

This agreement executed on this 30<sup>th</sup> day of October, 2000, by and between Crafton Properties Subdivider, as evidenced by the Woods on Seldom Seen, Phase III, Section 1 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:

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The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$70,800.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 24 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 (\$172,620.00) 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 \$12,083.00 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**



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

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

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

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

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

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

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

**The Point at Scioto Reserve, Phase 1**

This agreement executed on this 30<sup>th</sup> day of October 2000, by and between Scioto Reserve, LLC., as evidenced by The Point at Scioto Reserve, Phase 1 Condominiums and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$89,353.00) 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 \$6,250.00 estimated to be necessary to pay the cost of

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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.

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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.

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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. 00-911**

**IN THE MATTER OF APPROVING A CONTRACT WITH VERIZON NORTH FOR THE UPGRADE AND ADDITION TO THE EMERGENCY 9-1-1 TELEPHONE SYSTEM:**

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

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WHEREAS, the Delaware County CML Technologies Emergency 9-1-1 telephone system requires upgrading of the software application to provide enhanced features such as, 20-digital Automatic Number Identifier, custom screen design, and enhanced networking capability; and,

WHEREAS, to conduct joint operations with the Sheriff’s Office, six additional positions are required; and,

WHEREAS, it is the desire of the Board of Commissioners to provide the best possible enhanced 9-1-1 service to the residents of Delaware County;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve contracting with Verizon North, in the amount of \$202,904.23, for the purchase and installation of the additional positions into the new 9-1-1 spaces, 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. 00-912**

**IN THE MATTER OF APPROVING THE “AGREEMENT CONCERNING CHANGE ORDERS” FOR THE RENOVATION AND ADDITION TO THE FORMER CARNEGIE LIBRARY BUILDING PROJECT FOR SIGNATURE:**

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

The County Prosecutor’s Office is advising the Commissioners to sign and abide by what is referred to as the “Agreement Concerning Change Orders,” which reads as follows:

“This Agreement hereby states that neither the Board of Commissioners of Delaware County ( nor Cody-Zeigler, Inc. (the “Contractor”), waive any claims, defenses, or issues as to the merits of “Change Order GC-3” by signing any other Change Orders concerning the contract for additions and renovations to the Carnegie Library Building in Delaware County, Ohio.”

Change Order GC-3 is the sewer deduct. This Agreement was signed by Francis D. Zeigler, representative for Cody-Zeigler, Inc., on October 25, 2000.

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

**RESOLUTION NO. 00-913**

**IN THE MATTER OF APPROVING THE PAYMENT OF OUTSTANDING CHANGE ORDERS FOR THE RENOVATION AND ADDITION TO THE FORMER CARNEGIE LIBRARY BUILDING PROJECT:**

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

Bovis Lend Lease is requesting that the following outstanding change orders for the renovation of the Carnegie Library Project be issued/approved for payment. It is recommended that one change order be written to Cody Zeigler’s contract for the amount of **\$73,747.90**.

Bovis Lend Lease recommends approval of the following change orders:

<u>Item</u>	<u>Scope</u>	<u>Amount</u>
CCD GC-5	Bulletin 18	\$21,880.00
CCD GC-15	Bulletin 15	\$15,000.00
CCD GC-16	Stair “C”	\$ 4,300.00
CCD GC-17	W-10 Beam	\$ 3,200.00
CCD GC-18	Bulletin 11-R	\$12,000.00
CCD GC-9	Existing Cooling Tower Equip.	\$ 432.40
CCD GC-20	2 <sup>nd</sup> Floor Framing	\$ 7,400.00
CCD GC-10	Bulletin 8	\$ 2,000.00

**Total: \$66,212.40**

In addition, Bovis Lend Lease recommends the following change orders be issued to Cody-Zeigler, which were previously issued/approved by Schooley Caldwell & Associates as Construction Change Directives:

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<u>Item</u>	<u>Scope</u>	<u>Amount</u>
CO GC-9	Exposed Aluminum	\$ 700.00
CO GC-6	Bulletin 5	\$ 1,050.00
CO GC-7	Bulletin 1	\$ 4,999.50
CCD GC-8	Starter Course	\$ 786.00

**Total: \$ 7,535.50**

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

**RESOLUTION NO. 00-914**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR STRUCTURAL STEEL FOR THE NEW SERVICES BUILDING:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, November 28, 2000, 10:00 AM.**

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

**RESOLUTION NO. 00-915**

**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 8.296, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS 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 Orange Township to City of Columbus, and

Whereas, Robert Albright, 600 South High Street, Columbus, Ohio 43215, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that **Tuesday, January 2, 2001, at 8:00 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            Mr. Ward            Aye      Mrs. Martin            Aye      Mr. Wuertz            Aye

**7:30 PM - Decision on the Annexation of 157.517 Acres from Delaware Township to City of Delaware**

**RESOLUTION NO. 00-916**

**ORDER OF COMMISSIONERS FOR ANNEXATION OF 157.517, MORE OR LESS, ACRES OF LAND FROM DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:**

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

The Commissioners of Delaware County, Ohio having on the 30<sup>th</sup> day of October 2000, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Delaware, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Delaware as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real

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estate in the territory proposed to be annexed.

- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and
- 6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the City of Delaware, Ohio.

Dated this 30<sup>th</sup> day of October 2000.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners