

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 13, 2001

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 Public Hearing for Annexation Petition Filed for 1.831 Acres from Orange Township to City of Columbus
- 7:45 PM Public Hearing for Annexation Petition for 13 Acres from Berkshire Township to Village of Sunbury
- 8:00 PM Public Hearing for Annexation Petition Filed for 61.841 Acres from Berkshire Township to Village of Sunbury
- 8:15 PM Public Hearing for Annexation Petition Filed for 12.024 Acres from Berkshire Township to Village of Sunbury

PUBLIC COMMENT – Mr. Cannon read a statement concerning negotiation between Delaware County and AFSCME, Ohio Council 8.

RESOLUTION NO. 01-870

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 312848 THROUGH 313146 :

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 312848 through 313146 and Purchase Orders and Vouchers as listed below:

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P09849	Northwestern Oh Security Systems	Security Services/Carnegie Addition	8610-4110	\$ 6,350.00
1P09851	Smith Auto Services	Vehicle Painting of 6 Cars	0140-2062	\$ 7,300.00

Vouchers

1B04779	The Healthy Edge	Employee Assistance Program	0300-2001	\$ 9,144.00
1B07270	Schooley Caldwell	Design for Administration Bldg	8612-4031	\$ 35,543.22
0P04593	Northwestern OH Security Systems, Inc.	Security System for Courthouse	8610-4110	\$ 18,751.48

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

RESOLUTION NO. 01-871

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS FOR WINNIE WRIGHT UPON HER RETIREMENT FROM DELAWARE COUNTY:

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

WHEREAS; Winnie Wright has been an employee with Delaware County for twenty-four years, and

WHEREAS; Winnie Wright has faithfully served the citizens of Delaware County through her dedication and hard work with the Delaware County Board of Elections as a Clerk and Assistant Director, and

WHEREAS; The Board of Commissioners of Delaware County wishes to express its sincere appreciation to Winnie Wright for twenty-four years of dedication and hard work for the citizens of Delaware County.

NOW THEREFORE BE IT RESOLVED; That the Board of County Commissioners of Delaware County hereby officially congratulates Winnie Wright on her retirement and wishes her the very best in all her future endeavors, and

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

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

RESOLUTION NO. 01 - 872

IN THE MATTER OF CONGRATULATING BRYAN CHRISTOPHER SANTSCHI UPON

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RECEIVING THE EAGLE SCOUT AWARD:

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

- Whereas, Bryan Christopher Santschi has been a member of Boy Scout Troop #184, and
- Whereas, Bryan Christopher Santschi has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and
- Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to Bryan Christopher Santschi on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates Bryan Christopher Santschi on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, 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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01 - 873

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Tuition Assistance requests as follows:

Johannes Dicknof 2 Classes \$587.65

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

RESOLUTION NO. 01 - 874

IN THE MATTER OF FORWARDING THE LIQUOR LICENSE TRANSFER REQUEST FROM BREWERY INC., DBA BOGEY INN, TO MAVERICKS OF BREW LTD., DBA BOGEY INN TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Concord Township Trustees that Brewery Inc., DBA Bogey Inn has requested the D-1, D2, D3 and D6 sales permit be transferred to Mavericks of Brew Ltd., DBA Bogey Inn located at 6013 Glick Road, Powell, Ohio, and

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

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

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

RESOLUTION NO. 01 - 875

IN THE MATTER OF REQUESTING A HEARING FOR THE NEW LIQUOR LICENSE REQUEST FROM BOB FISH GUY MARKET & BISTRO INC., AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Bob Fish Guy Market 7 Bistro Inc., has requested a new D-1, D-2 and D-3 permits located at 1262 East Powell Road, Lewis Center, Ohio 43035 and

Whereas, the Orange Township Trustees have stated they are requesting a hearing, and
Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of

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Liquor Control that a hearing is requested by this Board of County Commissioners

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

RESOLUTION NO. 01 - 876

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Job and Family Services is requesting that Angela Thomas and Jacqueline Williams attend the QuIC Class at September 25, 2001, in the amount of \$299.00.

County Engineer is requesting that Doug Riedel attend the Ohio Bridge Conference at Columbus on August 21 through August 22, 2001, in the amount of \$95.00.

OECC is requesting that Paul Sandstrom attend the Pretreatment Training Course at Indianapolis on September 10 through September 12, 2001, in the amount of \$726.50.

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

RESOLUTION NO. 01 - 877

IN THE MATTER OF APPROVING PLATS FOR WEDGEWOOD SECTION 10; WHISPERING CREEK SUBDIVISION; O'SHAUGHNESSY RESERVE, SECTION 1; MALABAR SUBDIVISION; RUSK SUBDIVISION NO. 2; WILSHIRE, SECTION 5, PHASE A; DITCH MAINTENANCE PETITION FOR EAGLE TRACE, SECTIONS 2 & 3:

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

Wedgewood Section 10

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lots 21 and 22 , Section 3, Township 3, Range 19, United States Military Lands, containing 27.985 acres of land, more or less, (19,340 acres being in Farm Tract of land conveyed to STRATFORD DEVELOPMENT COMPANY by deeds of record in Deed Book 504, Page 217, and Deed Book 504, Page 220, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$72.00

Whispering Creek Subdivision

Situated in the township of Berlin, County of Delaware, State of Ohio and being part of Farm Lot 7, quarter Township 2, Township 4, Range 18, in United States Military lands. Being a subdivision of 24.509 Acres out of an original 31.83 Acre Tract owned by David B. Holbert, Luke S. Blazek and Patrick as recorded in Original Record Volume 28, Page 2294 in the Delaware County Recorder's Office. Lot fee in the amount of \$42.00.

O'Shaughnessy Reserve, Section 1

Situated in the Township of Concord, County of Delaware, State of Ohio and being part of Lots 3, 5 & 6 in C. Baldwin's Virginia Military Survey Number 1421. Being a subdivision of all of the remaining 49.925 Acres of an original 51.787 Acre Tract owned by Countrytyme Grove City Ltd., as recorded in Original Record Volume 26, Page 1888, in the Delaware County Recorder's Office. Lot fee in the amount of \$75.00.

Malabar Subdivision

Situated in the Township of Liberty, County of Delaware and State of Ohio, located in Farm Lot 4, Section 4, Township 4, Range 19, United States Military Lands, being a 20.794 Acre Subdivision out of a 23.34 Acre Tract conveyed to Tel-Del Ltd. as Recorded in Deed Book 667, Page 401. Lot fee in the amount of \$36.00.

Rusk Subdivision No. 2

Situated in the Township of Orange, County of Delaware, State of Ohio and being Lot 1293, Rusk Subdivision, Plat Book 21, Page 104 and being part of Farm Lot 17, Quarter-Township 2, Township 3, Range 18 in the United States Military Lands. Being a subdivision of 8.682 Acres out of an original 9.915-Acre Tract owned by Gary W. Rusk & Ruth Ann Rusk, husband and wife as Recorded in Deed Book 489, Page 445 in the Delaware County Recorder's Office. Lot fee in the amount of \$9.00.

Wilshire, Section 5., Phase A

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lots d 3, Quarter Township 3, Range 18, United States Military Lands, containing 16.091 Acres of land, more or less, (0.542 acre of said

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16.091 acres being in said Farm Lot 2 and 15.549 Acres of said 16.091 Acres being in said Farm Lot 3) said 16.091 Acres being comprised of 0.949 Acre out of Tract 1 and 0.601 acre out of Tract 2 as said Tract 1 and Tract 2 are designated and described in the deed to Centex Homes of record in Official Record 2, Page 1843, and 14.541 Acres out of that 27.518 Acres Tract of land described in the deed to Centex Homes of record in Official Record 53, Page 332, both being records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$93.00.

Eagle Trace, Section 2 & 3-Ditch Maintenance Petition

We the undersigned owners of 46.392 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Eagle Trace, Section 2 & 3 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 Eagle Trace, Section 2 & 3 Subdivision.

The cost of the drainage improvements is \$373,620.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. One hundred and nineteen 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, \$3,139.66 per lot. An annual maintenance fee equal to 2% of this basis \$62.79 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 Section 2, Part A and Section 2, Part B (60 Lots Total) in the amount of \$3,767.40 has been paid to Delaware County.

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

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

RESOLUTION NO. 01 -878

IN THE MATTER OF ACCEPTING BONDING FOR O'SHAUGHNESSY RESERVE, SECTION 1:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to accept bonding:

O'Shaughnessy Reserve, Section 1

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The County Engineer, therefore, estimated the remaining construction costs to be **\$33,500**, and two bonds totaling that amount are in place to cover the bonding of this project.

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

RESOLUTION NO. 01 - 879

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR NORTHBROOKE CORPORATE CENTER, PHASE II AND WHISPERING CREEK SUBDIVISION:

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

Northbrooke Corporate Center, Phase II

The roadway construction has been completed for the referenced subdivision and, as the result of an engineer's recent field review, the County Engineer has determined that minor remedial work will be required during the 2001 construction season.

In accordance with the Subdivider's Agreement, the County Engineer recommends that the maintenance bond be set at **\$21,000** for the duration of the one year maintenance period. A Bond in that amount is currently in place. The County Engineer also request approval to return the Bond being held as construction surety to the developer,

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Continental Building Systems.

Whispering Creek Subdivision

The roadway construction has been completed for the referenced subdivision and, as the results of an engineer's recent field review, the County Engineer has determined that minor remedial work will be required during the 2001 construction season.

In accordance with the Subdivider's Agreement, the County Engineer recommends that the maintenance bond be set at **\$13,300** for the duration of the one-year maintenance period. A Cash Bond in that amount is currently in place.

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

RESOLUTION NO. 01 - 880

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010111	Ameritech	S. Old State Road	Place telephone cable
U010112	Del-Co Water	Montgomery Road	Install waterline
U010113	American Electric Power	Hyatts Road	Install pole
U010114	American Electric Power	N. & S. Galena Road	Install poles
U010115	American Electric Power	Joe Walker Road	Replace pole
U010116	American Electric Power	Cheshire/S. Galena Roads	Install poles
U010117	American Electric Power	Cheshire/S. Galena Roads	Replace 3 existing poles
U010118	American Electric Power	Freeman Road	Pole change out
U010119	American Electric Power	Tussic Street Road	Install pole

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

RESOLUTION NO. 01 - 881

IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR OLENTANGY HIGH SCHOOL; GOLF VILLAGE, SECTION 1, PHASE I & II; AND GREEN MEADOWS COMMERCE CENTER:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve sanitary sewer plans for Olentangy High School, Golf Village, Section 1, Phase I & II and Green Meadows Commerce Center for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 01 - 882

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN HARVEST WIND, PHASE 7, SECTION 1, SHERBROOK, PHASE 8 AND SCIOTO RESERVE, SECTION 2, PHASE 4:

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

Harvest Wind, Phase 7, Section 1	3,556 feet of 8 inch sewer	14 manholes
Sherbrook, Phase 8	483 feet of 8 inch sewer	2 manholes
Scioto Reserve, Section 2, Phase 4	1,279 feet of 8 inch sewer	8 manholes

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

RESOLUTION NO. 01 - 883

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to certify the Sanitary Sewer Capacity Charges as follows:

285 South Liberty Street, Powell

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In the amount of \$2,400.00 with \$279.84 finance charge (pro-rated over a 3 year period) making total of \$2,679.84 for placement on tax duplicate. Bi-annual payment being \$446.64.

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

RESOLUTION NO. 01 - 884

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENTS FOR WILLOW BEND AND SCHUMAKER CONDOMINIUMS, PHASES 2 & 3:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the Sanitary Subdivider's Agreements:

Willow Bend

THIS AGREEMENT executed on this 13th day of August 2001, by and between **Big Walnut Associates**, SUBDIVIDER, as evidenced by the **Willow Bend** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$138,650.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 47 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 (\$188,477.00) 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 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 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 this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$13,193.00, 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 a 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 a re-inspection.

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

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The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Schumaker Condominiums, Phases 2 & 3

THIS AGREEMENT executed on this 13th day of August 2001, by and between **Mid-Ohio Development Corporation**, SUBDIVIDER, as evidenced by the **Schumaker Condominiums, Phases 2 & 3** Sanitary Sewer Improvements 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 (**\$25,796.00**) 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 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 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 this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$2,000.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and

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agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a 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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

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

RESOLUTION NO. 01 - 885

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

It was moved by Mr. Wuertz, seconded by Mrs. Martin to award the Juvenile Accountability Incentive Block Grant:

Grant No: 2000-JB-013-A017 Renewal of prior Year Grant

Project Period: July 1, 2001 to June 30, 2002

Award Amount \$22,559.00

Local Match \$12,633.00

Project Total \$35,192.00

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

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RESOLUTION NO. 01 - 886

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR BID PACKAGE SIXTEEN (DRYWALL/ROUGH CARPENTRY/EIFS/ACOUSTICAL CEILING) AND BID PACKAGE TWENTY-FIVE (INTERIOR DRYWALL/ACOUSTICAL CEILING/ROUGH CARPENTRY) FOR DELAWARE COUNTY SERVICES BUILDING:

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

Whereas, Delaware County went out to bid and bids were taken on August 3, 2001, and

Whereas, after Bovis Lend Lease carefully reviewed the bids received, the bid submitted by Acoustic Ceilings and Partitions (ACP) has been determined to be the best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Acoustic Ceilings and Partitions (ACP) for Bid Package Sixteen in the amount of \$889,000 and Bid Package Twenty-Five in the amount of \$556,000, the amount of combination \$1,396,900 for the Delaware County Services Building.

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

RESOLUTION NO. 01 - 887

IN THE MATTER OF APPROVING CONTRACTS WITH DESIGNCRETE, INC. (CURBS & GUTTER/BRICK PAVERS) THE ARDIT COMPANY (RESILIENT FLOORING/CERAMIC) DALMATION FIRE, INC (FIRE PROTECTION) TUTTLE CONSTRUCTION (SITE CONCRETE/SIDEWALKS) CHEMCOTE, INC. (ASPHALT PAVING) AND C&R MASONRY (MASONRY) FOR THE NEW SERVICES BUILDING

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the contracts as follows:

This Contract made by and between:

**DesignCrete, Inc.
1195 Technology Drive
Gahanna, Ohio 43230**

(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 Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Nine B/C – CURBS AND GUTTERS/BRICK PAVERS
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 Bid Documents, the amount of \$ Two Hundred Thirty Six Thousand Two Hundred Sixty Eight Dollars (\$236,268), based upon the Bid Form, dated June 5, 2001 submitted by the Contractor.

**\$261,203 Base Bid
\$ (24,935) alternates awarded
\$236,268 Total Contract Amount**

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 Bid Documents.

ARTICLE 3

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The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

- Completion of Curbs for Paving West Base Course 8/07/2001
- Substantial Completion for all Bid Package Contracts 3/06/2002
- Completion of all Architects Prepared Punch list Items 4/10/2002

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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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

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of any other counterparts.

This Contract made by and between:

**The Ardit Company
 3535 Johnny Appleseed Court
 Columbus, OH 43231**

(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 Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Seventeen – RESILIENT FLOORING/CERAMIC
 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 Bid Documents, the amount of Two Hundred Sixty-seven Thousand, Five hundred dollars (\$267,500), based upon the Bid Form, dated May 11, 2001 submitted by the Contractor.

***\$267,500 Base Bid
no alternates awarded
 \$267,500***

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 Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before	
Completion of Toilet Room Ceramic	11/7/2001
Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid 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 on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid 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 Bid 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>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00

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More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 This Contract 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 Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 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, 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 shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and 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.

This Contract made by and between:

**Dalmatian Fire, Inc.
7719 Graphics Way, Suite G
Lewis Center, OH 43035**

(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 Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Twenty-two – FIRE PROTECTION
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 Bid Documents, One Hundred Fourteen

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Thousand, One Hundred Three dollars (\$114,103), based upon the Bid Form, dated June 1, 2001 submitted by the Contractor.

\$ 114,103 Base Bid
no alternates accepted
Total Contract Amount \$ 114,103

- 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 Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid 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 on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid 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 Bid 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>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 This Contract 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 Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 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, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

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ARTICLE 5

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

ARTICLE 6

- 6.2 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.

This Contract made by and between:

**Tuttle Construction, Inc.
880 Shawnee Road
Lima, Ohio 43805**

(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 Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Nine A – SITE CONCRETE/SIDEWALKS
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 Bid Documents, the amount of \$ Three Hundred Thirty Three Thousand Four Hundred Ninety Dollars (\$333,490), based upon the Bid Form, dated June 5, 2001 submitted by the Contractor.

\$331,890 Base Bid
\$ 1,600 alternates awarded
Total Contract Amount \$333,490

- 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 Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

- Substantial Completion for all Bid Package Contracts 3/06/2002
- Completion of all Architects Prepared Punch list Items 4/10/2002

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 Bid 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 Bid 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

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every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

This Contract made by and between:

**Chemcote, Inc.
7599 Fishel Drive North
Amlin, OH 43002**

(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 Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

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Bid Package Ten – ASPHALT PAVING
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 Bid Documents, the amount of One Hundred Seventy-six Thousand, Five Hundred Eleven dollars (\$176,511), based upon the Bid Form, dated May 11, 2001 submitted by the Contractor.

\$176,511 Base Bid
no alternates awarded
Total Contract Amount \$176,511

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 Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or <i>before</i>	
Asphalt Paving East Lot	7/9/2001
Asphalt Paving Final Paving	11/15/2001
Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid 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 on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid 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 Bid 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>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

4.1 This Contract 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 Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

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.

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- 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, 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 shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.3 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.

This Contract made by and between:

**C&R Masonry
535 Griswold, Suite 1800
Detroit, Michigan 48226**

(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 Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Eleven – MASONRY
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 Bid Documents, the amount of \$ Seven Hundred Fifty Thousand Seven Hundred Sixty Dollars (\$333,490), based upon the Bid Form, dated June 5, 2001 submitted by the Contractor.

\$768,260 Base Bid
 \$ (17,500) alternates awarded
Total Contract Amount \$750,760

- 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 Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

- Completion of Masonry South and West 10/05/2001
- Substantial Completion for all Bid Package Contracts 3/06/2002
- Completion of all Architects Prepared Punch list Items 4/10/2002

following the date set forth in the Notice to Proceed, unless an extension of time is granted by the

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Delaware County Board of Commissioners in accordance with the Bid 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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 Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

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7:30 PM – PUBLIC HEARING FOR ANNEXATION PETITION OF 1.831 ACRES FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Public Hearing:

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

RESOLUTION NO. 01 - 889

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 1.831 ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

It was moved by Mrs. Martin , seconded by Mr. Wuertz to close the Hearing.

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

RESOLUTION NO. 01- 890

ORDER OF COMMISSIONERS FOR ANNEXATION OF 1.831 ACRES OF LAND FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

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

The Commissioners of Delaware County, Ohio having on the 13th days of August 2001, 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 Columbus, 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 Columbus 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 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 Columbus, Ohio.

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

RESOLUTION NO. 01 - 891

7:45 PM –PUBLIC HEARING FOR ANNEXATION OF 13 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Hearing:

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

RESOLUTION NO. 01- 892

IN THE MATTER OF WITHDRAWING THE ANNEXATION REQUEST FOR ANNEXATION OF 13 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY:

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It was moved by Mr. Wuertz, seconded by Mrs. Martin to withdraw this annexation request This annexation request had an error in the description and it has been refiled with correct information.

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

RESOLUTION NO. 01- 893

IN THE MATTER OF CLOSING THE THE PUBLIC HEARING FOR ANNEXATON OF 13 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY.

It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the hearing.

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

RESOLUTION NO. 01-894

8:00 PM – PUBLIC HEARING FOR ANNEXATION OF 61.841 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Hearing:

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

RESOLUTION NO. 01- 895

IN THE MATTER OF CLOSE THE PUBLIC HEARING FOR ANNEXATION OF 61.841 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY:

It was moved by Mrs. Martin , seconded by Mr. Wuertz to close the Public Hearing.

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

RESOLUTION NO. 01- 896

ORDER OF COMMISSIONERS FOR ANNEXATION OF 61.841 ACRES OF LAND FROM BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

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

The Commissioners of Delaware County, Ohio having on the 13th days of August 2001, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the Village of Sunbury, 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 Village of Sunbury 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 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 Village of Sunbury, Ohio.

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

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RESOLUTION NO. 01-897

8:15 PM – PUBLIC HEARING FOR ANNEXATION OF 12.024 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Hearing:

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

RESOLUTION NO. 01- 898

IN THE MATTER OF CONTINUING PUBLIC HEARING FOR ANNEXATION OF 12.024 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to continue the hearing to August 30, 2001, at 9:30 AM.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners