

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 20, 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

8:30 AM – Dale Wilgus, Treasurer

RESOLUTION NO. 01-179

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Treasurer’s Report.

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

9:30 AM – Third Public Hearing Regarding the Funding of Emergency 9-1-1 and Non-Emergency Public Safety Communications

10:00 AM – Receiving Statements of Qualifications for Engineering Design Consultants Services

PUBLIC COMMENT - None

RESOLUTION NO. 01-180

IN THE MATTER OF APPROVING PAYMENT OF WARRANTS NUMBERED 296395 THROUGH 296599:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants 296395 through 296599 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 01-181

IN THE MATTER OF SETTING DATE AND TIME FOR THE PUBLIC HEARING FOR LOCAL LAW ENFORCEMENT BLOCK GRANT REGARDING THE PROPOSED USE(S) OF THE GRANT FUNDS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to set the date and time for the Public Hearing for Monday, February 26, at 9:30 AM.

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

RESOLUTION NO. 01-182

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 Mona Reilly attend the Operational Strategies for Boards at Delaware on March 6, 2001, in the amount of \$40.00.

Job and Family Services is requesting that Elizabeth Tallent attend the Ohio Council on Welfare Fraud Conference at Columbus on March 26 through March 28, 2001, in the amount of \$125.00.

Child Support Enforcement Agency is requesting that Susan Hollenbach, Robyn Moehring, Tricia Farrell and Jill Carpenter attend the Ohio CSEA 2001 Spring Conference at Columbus on March 19 through March 21, 2001, in the amount of \$844.00.

Job and Family Services is requesting that Elizabeth Tallent attend the BV-Fraud Quarterly Meeting/ Training at Findlay on March 8, 2001, in the amount of \$10.00.

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

RESOLUTION NO. 01-183

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS FOR AARON IVERSON BEING NAMED AS A FINALIST IN THE INTEL SCIENCE TALENT SEARCH:

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

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WHEREAS, Buckeye Valley senior Aaron Iverson has been named as a finalist in the Intel Science Talent Search, and

WHEREAS, Aaron Iverson is one of forty students nationwide who will attend the Science Talent Institute in Washington DC to participate in a final competition for college scholarships for his project "Enhancing Soybean

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Aaron Iverson for his research ability, scientific originality and creative thinking

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Aaron Iverson for being named a national finalist and being named the Delaware Gazette's Teen of the Week for September. Your diligence and hard work have earned you the distinction of being selected to participate in this prestigious event.

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. 01-184**

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

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

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-0120-035 Gen Fund/Comm – Contingency	001-0150-040 Gen Fund/Code Compliance - Equipment	\$ 2,238.00
001-0120-035 Gen Fund/Comm – Contingency	001-0310-040 Gen Fund/Auditor - Equipment	\$ 1,733.00
001-2510-020 Gen Fund/Judge Shaw – Srvs & Chrgs	001-2560-010 Gen Fund/Judge Krueger - Salaries	\$ 14,134.47
001-2510-020 Gen Fund/Judge Shaw – Srvs & Chrgs	001-2560-012 Gen Fund/Judge Krueger - PERS	\$ 1,915.22
001-2510-020 Gen Fund/Judge Shaw – Srvs & Chrgs	001-2560-013 Gen Fund/Judge Krueger - Medicare	\$ 204.95
001-2560-020 Gen Fund/Judge Krueger – Srvs & Chrgs	001-2560-010 Gen Fund/Judge Krueger - Salaries	\$ 15,483.03
001-2560-020 Gen Fund/Judge Krueger – Srvs & Chrgs	001-2560-012 Gen Fund/Judge Krueger - PERS	\$ 2,097.95
001-2560-020 Gen Fund/Judge Krueger – Srvs & Chrgs	001-2560-013 Gen Fund/Judge Krueger - Medicare	\$ 224.50

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

**Presentation – Tony Heald, Chairman of the Court's Committee of the Delaware County Bar Association**

**RESOLUTION NO. 01-185**

**IN THE MATTER OF APPROVING THE PLAN FOR RIVER BEND, SECTION 4, PHASE 2 (THE ENCLAVES) AND PLAT FOR MATHEWS SUBDIVISION:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the plan and plat:  
**River Bend, Section 4, Phase 2 (The Enclaves)**

Liberty & Orange Townships, Delaware County, State of Ohio, United States Military Lands, Part of Farm Lot 17,

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Section 3, township 3, Range 18, and Farm Lots 4 & 5, Section 4, Township 3, Range 19.

**Mathews Subdivision**

Situated in the Township of Berkshire, County of Delaware, State of Ohio, located in Farm Lot 24, Section 4, Township 4, Range 17, United States Military Lands, being a subdivision of 10.127 Acres, there being all of a 6.011 Acre Tract as conveyed to Jeffrey D. Dutiel and Valerie M. Dutiel in Deed Book 509, Page 268 and all of a 4.119 remainder tract as conveyed to Sandra J. Mathews in Deed Book 558, Page 152 and Deed Book 509, Page 270. All references are to the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$9.00.

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

**RESOLUTION NO. 01-186**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR HIGHLAND HILLS AT THE LAKES, SECTION 3, PHASE 1 AND HIGHLAND HILLS AT THE LAKES, SECTION 3, PHASE 2:**

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

**Highland Hills at the Lakes, Section 3, Phase 1**

**THIS AGREEMENT** executed on this 20<sup>th</sup> day of February 2001, between **PLANNED COMMUNITIES, INC.** as evidenced by the **HIGHLAND HILLS AT THE LAKES, SECTION 3, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 1/26/01 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SEVEN THOUSAND NINE HUNDRED FIFTY 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**

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**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.

**Highland Hills at the Lakes, Section 3, Phase 2**

**THIS AGREEMENT** executed on this 20<sup>th</sup> day of February 2001, between **PLANNED COMMUNITIES, INC.** as evidenced by the **HIGHLAND HILLS AT THE LAKES SECTION 3, PHASE 2** 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 1/26/01 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

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within this subdivision.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-SIX THOUSAND 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.

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

**RESOLUTION NO. 01-187**

**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>
U010017	Del-Co Water	Freeman Road	Install water line

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

**RESOLUTION NO. 01-188**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND WOOLPERT LLP FOR ENGINEERING SERVICES FOR CONCORD ROAD BRIDGE OVER EVERSOLE RUN:**

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

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**AGREEMENT**, made and entered into this 20<sup>th</sup> day of February 2001, by and between the Delaware County Commissioners, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and Woolpert LLP, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the lump sum amounts of **\$55,678.00** (“Basic Services Task”: \$46,116.00; “If Authorized Tasks”: \$9,562.00,) based on a Proposal for Engineering Services dated January 5, 2001, and Cost Proposal of the same date, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as Concord Road Bridge over Eversole Run, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

**SAID SECOND PARTY** further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before May 5, 2001.

**THE SECOND PARTY** hereby agrees to hold Delaware County free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing polices of the insurance.

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

**RESOLUTION NO. 01-189**

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR LIQUID ASPHALT, HOT MIX AND COLD MIX MATERIALS, AND TWO MEN AND A PAVER:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, March 12, at 10:15 AM.**

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

**RESOLUTION NO. 01-190**

**IN THE MATTER OF APPROVING THE CONTRACT MODIFICATION #1 BETWEEN DELAWARE COUNTY COMMISSIONERS AND BURGESS AND NIPLE, LIMITED FOR THE HOME ROAD BRIDGE:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the contract modification #1:

**CONTRACT (Modification) # 1**

**MODIFICATION AGREEMENT** made and entered into this 20<sup>th</sup> day of February 2001, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **BURGESS AND NIPLE, LIMITED**, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated July 26, 1999, by and between the **DELAWARE COUNTY COMMISSIONERS and BURGESS AND NIPLE LIMITED** to furnish unto the County, professional design services to prepare construction plans for the project known as the **Home Road Bridge over the O’Shaughnessy Reservoir Bridge Replacement.**

That said **FIRST AND SECOND PARTY**, hereby agree to increase the original Contract amount of **\$483,334 (Basic Scope Tasks: \$360,155; If Authorized Tasks: \$123,179), by \$53,148.30** for additional engineering services as deemed necessary and agreed to by the Delaware County Engineer. The revised contract amount is, therefore, increased to a **TOTAL of FIVE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS AND THIRTY CENTS (\$536,482.30)**, to be paid as specified in the terms of the original agreement.

Said Consultant further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer’s Office. Work is to be completed on or before September 1, 2001.

The consultant hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and

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paid under their foregoing policies of insurance.

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

**RESOLUTION NO. 01-191**

**IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR WEDGEWOOD PARK:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to table the resolution until February 22, 2001.

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

**RESOLUTION NO. 01-192**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN DELAWARE COUNTY COMMISSIONERS AND LIBERTY CHILD CARE AND PRESCHOOL AND PATRICIA TAYLOR:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the contracts for child care:

	Contract Period	Basic Rates Full Time (5 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
<b>Patricia Taylor</b>				
146 Fieldcrest Drive Delaware, Ohio 43015	February 20, 2001 – June 30, 2001	\$1.65 per hour		None
<b>Liberty Child Care &amp; Preschool</b>				
14 Grace Drive Powell, Ohio 43065				
Infants	February 12, 2001- June 30, 2001	n/a	n/a	\$25.00
Toddler/Preschool		\$21.00	\$14.07	
Schoolage		\$20.00	\$13.40	
Kindergarten		\$15.00	n/a	
Before School		\$ 7.00		
After School		\$ 9.00		
Before & After School		\$11.00		
<b>Preschool Program Only:</b>				
M-W-F		\$ 7.75		
T-TH		\$10.47		

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

**RESOLUTION NO. 01-193**

**IN THE MATTER OF APPROVING THE AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT FOR DON-A-DEL:**

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

**Don-A-Del**

This amendment, effective January 1, 2001, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Play to Learn Day Care Center, Inc. entered into on the 15<sup>th</sup> day of June 2000.

**SITE:** Don-A-Del, 2221 Braumiller Rd., Delaware, Ohio 43015

- I. Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a
- II. Article 3. Contract Services: No change
- III. Article 4. Cost and Delivery of Purchased Services
  - Adjusts the full time unit rate from n/a to n/a
    - Infant \$22.00 to \$21.00
    - Toddler \$20.00 to \$21.00
    - Pre School \$19.00 to \$20.00
    - Schoolage \$19.00 to \$20.00
  - Adjusts the part time unit rate from n/a to n/a
    - Infant \$14.74 to \$15.41
    - Toddler \$13.40 to \$14.07
    - Pre School \$12.60 to \$13.40
    - Schoolage \$12.60 to \$13.40
  - Adjustments to basic rate from
    - \$ 0.00 to \$ 3.00/wk. Activity Fee for PreSchool
    - \$ 0.00 to \$ 8.00/wk. Activity Fee for Toddlers

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to reflect the provider's usual and customary fee to private customers or the local market rate, whichever is lower.

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

**RESOLUTION NO. 01-194**

**IN THE MATTER OF APPOINTING GEORGE FAITHFUL, LEN FORD, JAMES TRANKINA AND MARGARET WHITE AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PLANNING COMMITTEE:**

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

Whereas,            The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas,            the Board of Commissioners of Delaware County shall appoint an individual(S) to the Delaware County Department of Job and Family Services Planning Committee for an unspecified term, beginning Tuesday, February 20, 2001, and

Therefore,            be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoints George Faithful, Len Ford, James Trankina and Margaret White to the Delaware County Department of Job and Family Services Planning Committee.

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

**RESOLUTION NO. 01-195**

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR OFFICE SUPPLIES FOR DELAWARE COUNTY:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, April 9, 2001, at 10:00 AM.**

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

**RESOLUTION NO. 01-196**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND CONTRACT SUBMITTED BY PAUL'S VENDING FOR VENDING MACHINE SERVICES:**

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

Whereas, Delaware County went out to bid and bids were taken on December 11, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by Paul's Vending has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids and contract submitted by Paul's Vending for vending machine services.

**CONTRACT**

In consideration of the proposals received by the Board of Commissioners, Delaware County, Ohio, on December 11, 2000 for providing vending machine services submitted by Paul's Vending, the terms and conditions of which are incorporated herein as if fully rewritten, Paul's Vending agrees to provide vending machine services, for two years, beginning March 1, 2001, and ending February 28, 2003, at the prices listed in the bid with no commission being paid to Delaware County.

The parties further agree that the prices listed in the proposal may be changed only if agreed upon by both parties in writing. If an agreement can not be reached, then this contract may be terminated by providing 30 days written notice.

The locations for services to be provided include, but are not limited to; The Delaware County Courthouse, 91 N. Sandusky St.; Juvenile Court Complex, 88 N. Sandusky St.; Wolf Building, 149 N. Sandusky St.; Engineers' Complex, 50 Channing St.; Sheriff's Office, 844 US 42 North; Olentangy Environmental Control Center. Additional sites may be added as they become available. The County agrees to provide Paul's Vending access to all machines during normal business hours for each location.

Both parties agree to allow the soda vending machines located in the Engineer's break area, 50 Channing



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Street, to remain unless Paul's Vending can provide machines with the same cost.

Paul's Vending agrees to keep all machines in good working order and stocked with fresh items. Item past their expiration date are to be removed at no charge to the County and machines are to be restocked on a routine schedule. Any repair or service issues are to be reconciled in a timely manner.

The parties further agree that should Paul's Vending elect to assign its obligations under this contract, the prices, quality of merchandise and quality of service to be provided under this contract will remain unchanged, and Delaware County may seek damages for material breach of these contract terms from Paul's Vending or its assignees. Failure to meet any of the above mentioned conditions will be considered a breach in contract and be grounds to terminate this contract with thirty (30) days written notice.

If any of the provisions of the contract are held by any court to be void or unconstitutional, the rest of the contract survives and the negated provision is severable.

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

**RESOLUTION NO. 01-197**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE TO SHARE THE COST OF REPLACEMENT OF THE STORM SEWER IN THE AREA OF THE NEW COUNTY ADMINISTRATION BUILDING:**

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

The City of Delaware, Ohio (hereinafter referred to as CITY) and the County of Delaware (hereinafter referred to as COUNTY), agree to cooperate and share the cost of replacement of the storm sewer in the area of the new County Administration Building to be located on North Sandusky Street, Delaware, Ohio. The total estimated cost of which is \$136,737.00. The City and County, for valuable consideration received by both parties, hereby agree as follows:

1.        The City will:
  - A.    Replace the storm sewer for the County at Sandusky Street and Union Street per the attached drawings and specifications.
  - B.    Pay for the pipe and other related costs, estimated at \$59,389.00.
  - C.    Be responsible for the removal of all material excavated from Sandusky Street.
  
2.        The County will:
  - A.    Accept all excavated material onsite except material from Sandusky Street.
  - B.    Make all taps into all new manholes to meet their requirements.
  - C.    Be responsible to replace all sidewalks on Union Street damaged as a result of this construction project.
  - D.    Pay the cost of the storm sewer replacement to be performed by the City as listed in Section 1(a). The estimated cost for the County for this construction is \$77,348.00 and is payable to the City within 15 days after receipt of a proper invoice.
  
3.        The City and the County agree to renegotiate any unknown costs over and above what is committed to in this document.

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

**RESOLUTION NO. 01-198**

**IN THE MATTER OF APPROVING THE EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT BETWEEN DELAWARE COUNTY AND UNION COUNTY:**

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

Whereas, Section 5502.29 of the Ohio Revised Code states that "Political subdivisions may, in collaboration with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted."

Therefore, we, the Delaware County Board of Commissioners do, on behalf of the County of Delaware enter into and ratify the following agreement with Union County, Ohio:

Article 1. The purpose of this mutual aid agreement among the parties in meeting any emergency or disaster resulting from enemy attack or from natural or man-made occurrence is to insure that preparations within this county will be adequate to deal with such emergencies or disasters and generally to provide for the common

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defense, to protect the public order, health, safety, and general welfare, and to preserve lives and property of the people of the county. The prompt, full, and effective utilization of the resources of the respective counties, including such resources as may be available from the state and/or federal government or any other service, are essential to the safety, care, and welfare of the people thereof in the event of an emergency or disaster.

Article 2. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, provided that it is understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its jurisdiction. Each party shall extend to any other party, while operating within its jurisdictional limits under the terms and conditions of this agreement, the same powers and duties, rights and privileges and immunities as are extended to the emergency response personnel of such jurisdiction. Emergency response personnel will continue under the direction and control of their respective supervisors but the organization unit will come under the operational control of the emergency management agency of the jurisdiction requesting assistance and will react in accordance with the terms and conditions of the county's emergency operations plan.

Article 3. Whenever any person holds a license, certificate, or other permit issued by the state or other political subdivisions evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or political subdivisions to meet an emergency or disaster and such county or political subdivision shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivisions in which aid is received.

Article 4. No county or its officers or employees rendering aid in another state or political subdivision pursuant to this agreement shall be liable on account of an act or omission in good faith on the part of such emergency management personnel while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

Article 5. Inasmuch as it is probable that the detail for mutual aid among two or more political subdivisions may differ from that among other political subdivisions, this document contains elements of broad base common to all parties and nothing herein shall preclude any political subdivisions from entering into supplementary agreements with other political subdivisions. Such supplementary agreements may comprehend, but shall not be limited to provisions for evacuations and reception of injured or other persons, and transportation and communications personnel, equipment and supplies.

Article 6. Each political subdivision shall provide for the payment of compensation and death benefits to injured emergency response personnel of that political subdivision in case such members sustain injuries or are killed while rendering aid pursuant to this agreement in the same manner and on the same terms as if the injury or death were sustained within such jurisdiction.

Article 7. Any political subdivision rendering aid in other political subdivisions pursuant to this agreement shall be reimbursed by the political subdivisions receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such request; provided that any aiding political subdivision may assume, in whole or in part, such loss, damage, expense, or other cost; or may loan such equipment or donate such services to the receiving political subdivision without charge or cost; and provide further that any two or more political subdivisions may agree to an allocation of cost.

Article 8. Emergency operations plans in each political subdivision shall provide the framework for emergency response for officers, employees, and volunteers from within and outside of the political subdivision.

Article 9. This agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the chief executive of any political subdivision requests termination thereof. The chief executive shall provide the other parties to the agreement with thirty (30) days written notice prior to termination of the agreement.

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

**RESOLUTION NO. 01-199**

**9:30 AM – THIRD PUBLIC HEARING REGARDING THE FUNDING OF EMERGENCY 9-1-1 AND NON-EMERGENCY PUBLIC SAFETY COMMUNICATIONS:**

Hearing Opened at 10:15 AM.

It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the Hearing at 10:45 AM.

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

**RESOLUTION NO. 01-200**

**IN THE MATTER OF ADOPTING A RESOLUTION DECLARING IT NECESSARY TO LEVY A REPLACEMENT OF A PORTION OF AN EXISTING LEVY, BEING A REDUCTION OF 0.31 MILLS, TO CONSTITUTE A TAX FOR THE BENEFIT OF DELAWARE COUNTY FOR THE**

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**PURPOSE OF THE OPERATION OF AN EMERGENCY 9-1-1 SYSTEM IN EXCESS OF THE TEN MILL LIMITATION FOR THE OPERATION OF THE 9-1-1 SYSTEM:**

The Board of Commissioners of Delaware County, Ohio met in regular session on the 20<sup>th</sup> day of February 2001, at the Office of the Commissioners with the following members present: Deborah Martin, James Ward and Donald Wuertz.

Mrs. Martin moved the adoption of the following Resolution:

Whereas; the current 0.62 mill 9-1-1 levy will expire on December 31, 2001 and will no longer provide revenue for the operation of the county-wide emergency 9-1-1 system, and;

Whereas; the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Delaware County, Ohio, and;

Whereas; this replacement funds levy will allow for continued uninterrupted operations of the emergency 9-1-1 system.

NOW THEREFORE BE IT RESOLVED, by the two-thirds vote of all the members elected thereto concurring that it is necessary to levy a replacement tax in excess of the ten mill limitation for the benefit of Delaware County (excluding the Cities of Columbus, Dublin, Westerville) for the purpose of operation of an emergency 9-1-1 System as defined in Section 4931.40 of the Ohio Revised Code, at a rate not exceeding .31 mills for each one dollar valuation, which amounts to (3.1 cents) for each one hundred dollars of valuation for a period of five (5) years, pursuant to R.C. 5705.19 (BB). Such amount being a replacement of a portion of an existing levy, being a reduction of 0.31 mills, to constitute a tax for the benefit of Delaware County for the purpose of the operation of an Emergency 9-1-1 System, tax commencing with the 2001-tax year.

Resolved, that said levy be placed upon the tax list of the current year if the majority of electors voting thereon vote in favor of the following ballot language in the General Election to be held on May 8, 2001, thereof;

“A replacement of a portion of an existing levy, being a reduction of 0.31 mills, to constitute a tax for the benefit of Delaware County for the purpose of the operation of an Emergency 9-1-1 System at a rate not exceeding 0.31 mills for each one dollar of valuation, which amounts to \$0.031(3.1 cents) for each one hundred dollars in valuation, for a period of five (5) years.”

Resolved, that the Clerk of this Board of County Commissioners be and is hereby directed to certify a copy of this Resolution to the Board of Elections, Delaware County, Ohio not less than seventy- five days before 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.

Mr. Wuertz seconded the motion.

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