

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 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

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

**RESOLUTION NO. 01-1153**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn into Executive Session at 8:30AM.

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

**RESOLUTION NO. 01-1154**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session at 9:10AM.

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

**PUBLIC COMMENT**

**RESOLUTION NO. 01-1155**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 317852 THROUGH 318080:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 317852 through 318080 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>
1P08437	Gateway Companies	Gateway Desktop PCs	8610-4105	\$ 32,848.00

**VOUCHERS**

1P09849	Northwestern OH Security systems	Security Serv/Carnegie Addition	8610-4110	\$ 5,643.78
---------	----------------------------------	---------------------------------	-----------	-------------

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

**RESOLUTION NO. 01 -1156**

**IN THE MATTER OF CONGRATULATING MATTHEW DAVID WILLIAMS UPON RECEIVING THE EAGLE SCOUT AWARD:**

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

Whereas, Matthew David Williams has been a member of Boy Scout Troop #184, and

Whereas, Matthew David Williams 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, Matthew David Williams on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates, Matthew David Williams 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

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

**RESOLUTION NO. 01-1157**

**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 136.462, MORE OR LESS, ACRES FROM TOWNSHIP OF DELAWARE TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:**

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Township of Delaware to City of Delaware, and

Whereas, Robert H. Coldren, 103 North Union Street, Suite A, Delaware, Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, December 3, 2001, at 8:00 PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

**RESOLUTION NO. 01-1158**

**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 32.4, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:**

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Orange Township to City of Columbus, and

Whereas, Harrison W. Smith Jr., 37 West Broad Street Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, December 3, 2001, at 8:15 PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

**RESOLUTION NO. 01-1159**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM ALUM CREEK DRIVE THRU AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that Alum Creek Drive Thru has requested new C1, C2, D6 permits located at 6999 E. St. Rt. 36 & St. Rt. 37, Sunbury, Ohio and

Whereas, the Berlin 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                      Mrs. Martin                      Aye                      Mr. Ward                      Aye                      Mr. Wuertz                      Aye

**RESOLUTION NO. 01 -1160**

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001**

---

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

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

Juvenile Court is requesting that Kristin Camac attend The Angry Client Evaluation and Treatment Seminar in Columbus, Ohio on October 8, 2001, at the cost of \$106.50.

The Auditor's Office is requesting that Shari Baker attend a Continuing Education Seminar in Columbus, Ohio on October 30, 2001, at the cost of \$61.00.

The Department of Job and Family Services is requesting a parking reimbursement for Rebecca Ward, who attended a PRC WEB Reporting Tool Implementation Meeting in Columbus, Ohio on September 10, 2001, at the cost of \$8.00.

The Department of Job and Family Services is requesting an increase (for sales taxes) to the travel request for Jim Little approved on September 17, 2001, at the cost of \$17.43.

Juvenile Court is requesting that Marcia Kiggins attend a Court Investigator's workshop in Columbus, Ohio on October 22, 2001, at the cost of \$135.00.

Juvenile Court is requesting that Joshua Kessler attend an Autumn Director's Meeting in Columbus, Ohio on October 23, 2001, at the cost of \$30.00.

The Engineering Department is requesting that Chris Bauserman and Scott Pike attend a 2001 Ohio Storm Water Management Conference and Trade Show on October 23 through October 24, 2001, at the cost of \$198.00.

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

**RESOLUTION NO. 01-1161**

**IN THE MATTER OF APPROVING PLATS FOR WALKER WOOD SECTION 14 AND THE GATES AT HOOVER SUBDIVISION NO. 2; PLANS FOR GENOA FARMS PHASE 1 & 2                      AND DITCH MAINTENANCE PETITION FOR STONE BRIDGE AT GOLF VILLAGE:**

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

**Walker Wood Section 14**

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 23, Quarter Township 4, Township 3, Range 18, United States Military Lands, Containing 12.724 Acres of Land More or Less, said 12.724 Acres being Comprised of Part of Tract of Land Conveyed to PLANNED COMMUNITIES, INC. by Deeds of Record In Deed Book 613, Page 564, (12.631 Acres), Deed Book 618, Page 316, (0.014 Acres), Deed Book 618 Page 365 (0.024 acres), Deed Book 618, Page 5 71 Deed Book 618, Page 575, Deed Book 618, Page 579 and Deed Book 618, Page 583 (0.055 Acres); cost \$102.00.

**The Gates At Hoover Subdivision No. 2**

Situated in the Township of Genoa, County of Delaware, State of Ohio and being Lots 5617 and 5618 of The Gates at Hoover Subdivision, Plat Cabinet 2 Slides 552-552A, and Part of Farm Lot 4, Quarter-Township 1, Township 3, Range, 17, in the United States Military Lands. Being a Subdivision of 6.638 Acres, being all of Said Lots 5617 and 5618, and All of an Original 2.070 Acre Tract Owned by Hoover Gate, LLC. as Recorded in Original Record Volume 62, Page 563 in the Delaware County Recorder's Office; cost \$6.00.

**Genoa Farms Phase 1 & 2**

Situated in the Township of Genoa, Being Part of Farm Lot 9 & 10 Section 2, Township 3, Range 17, U.S. Military Lands; no cost.

**Ditch Maintenance Petition-Stone Bridge at Golf Village**

We the undersigned Epcon Stone Bridge, LLC. owner of 36.30 acres in Liberty Township, Delaware County, Ohio propose to create a development known as **Stone Bridge at Golf Village Condominium** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this development 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 Engine County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the property (or each portion thereof at such time as condominium units are created on the property

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001**

within the subject development 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 **Stone Bridge at Golf Village Condominium** development.

The cost of the drainage improvements is \$122,215.00 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 development. One lot has been 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, \$122,215.00 per lot. An annual maintenance fee equal to 2% of this basis \$2,444.30 will be collected for the lot until condominium units are created thereon, at which time a prorated share will be collected for each such condominium unit. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,444.30 has been paid to Delaware County.

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

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

**RESOLUTION NO. 01-1162**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR GENOA FARMS PHASE 1:**

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

**Genoa Farms Phase 1**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of October 2001, between **DOMINION HOMES, INC.** as evidenced by the **GENOA FARMS 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 10/1/01, 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 **FORTY-THREE THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

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. 01-1163**

**IN THE MATTER OF ACCEPTING ROADS IN HARVEST WIND PHASE 5; WEDGEWOOD PLACE SECTION 1 PHASE 2; SCIOTO RESERVE SECTION 2 PHASE 2 AND HIGHLAND LAKES NORTH SECTION 6 PHASE 2:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to release bonds and letters of credit and accept roads within the following:

**Harvest Wind Phase 5**

- An addition of 0.33mile to **Township Road Number 660, Meadow Glen Drive**
- An addition of 0.44 mile to **Township Road Number 663, Saybrook Drive**
- An addition of 0.28 mile to **Township Road Number 668, Spring Run Drive**
- An addition of 0.06 mile to **Township Road Number 1204, Center Green Drive**

**Wedgewood Place Section 1 Phase 2**

- An addition of 0.14 mile to **Township Road Number 732, Delwood Drive**
- **Delwood Place**, to be known as **Township Road Number 1218**

**Scioto Reserve Section 2 Phase 2**

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

- An addition of 0.12 mile to **Township Road Number 967, Glenmore Drive**
- An addition of 0.18 mile to **Township Road Number 968, Fairlane Drive**
- **Spring Grove Court**, to be known as **Township Road Number 1215**
- **Valley View Lane**, to be known as **Township Road Number 1216**

**Highland Lakes North Section 6 Phase 2**

- **Anacala Court**, to be known as **Township Road Number 1217**

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

**RESOLUTION NO. 01-1164**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR HARVEST WIND PHASE 5; WEDGEWOOD PLACE SECTION 1 PHASE 2; SCIOTO RESERVE SECTION 2 PHASE 2 AND HIGHLAND LAKES NORTH SECTION 6 PHASE 2:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to establish stop conditions:

**Harvest Wind Phase 5**

- On Township Road Number 660, Meadow Glen Drive, at its intersection with Township Road Number 668, Spring Run Drive
- On Township Road Number 663, Saybrook Drive, at its intersection with Township Road Number 660, Meadow Glen Drive
- On Township Road Number 1204, Center Green Drive, at its intersection with Township Road Number 688, Spring Run Drive

**Wedgewood Place Section 1 Phase 2**

- On Township Road Number 1218, Delwood Place, at its intersection with Township Road Number 732, Delwood Drive

**Scioto Reserve Section 2 Phase 2**

- On Township Road Number 968, Fairlane Drive, at its east intersection with Township Road Number 967, Glenmore Drive
- On township Road Number 1215, Spring Grove Court, at its intersection with Township Road Number 968, Fairlane Drive
- On Township Road Number 1216, Valley View Lane, at its intersection with Township Road Number 967, Glenmore Drive

**Highland Lakes North Section 6 Phase 2**

- On Township Road Number 1217, Anacala Court, at its intersection with Township Road Number 902, Gainey Court

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

**RESOLUTION NO. 01-1165**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR O'SHAUGHNESSY RESERVE SECTION 1:**

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

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$26,000** for the duration of the one year maintenance period. A Bond in that amount is currently in place. We also request approval to return the Bond being held as construction surety to the developer, Countrytyme, Inc.

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

**RESOLUTION NO. 01 -1166**

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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001**

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010162	Suburban Natural Gas	Whispering Creek	Install gas main
U010163	Columbus Southern Power	Seldom Seen Road	Install overhead conductor
U010164	Suburban Natural Gas	Oaks at Highland Lakes Phase 1	Install gas main
U010165	Columbia Gas	Eagle Trace Section 2, Part 1	Install gas main
U010166	Ameritech	Candlelite Lane	Bore under road
U010168	Columbia Gas	Woods of Dornoch Section 2A	Install gas main

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

**RESOLUTION NO. 01-1167**

**IN THE MATTER OF ACCEPTING DITCH INSPECTION REPORT AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2002:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the Ditch Inspection Report and establish percentage of maintenance assessments for 2002, as follows:

Ditch Name	Percentage
Byrn Mawr, Section 2	2%
Cheshire Cove, Phase 1	2%
Covington Meadow, Section 1	2%
Liberty Lakes, Section 3	2%
Medallion Estates, Section 10, Phase 1	2%
Medallion Estates, Section 10, Phase 2	2%
Scioto Reserve, Section 3, Phases 1 & 2	2%
Sherbrook, Phase 6	2%
Westerville Reserve, Phases 1 & 2	2%
Wilshire Estates, Section 3, Phase 1	2%
Wilshire Estates, Phase 3, Phase 2	2%

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

**RESOLUTION NO. 01-1168**

**IN THE MATTER OF APPROVING CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND C&P ENGINEERING:**

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

This AGREEMENT, made and entered into this 8th day of October, 2001, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and C & P Engineering and Inspections, Inc., with offices at 7766 Kilbourne Rd., Sunbury, Ohio, 43074, hereinafter called "ENGINEER".

**WHEREAS, the COUNTY is in need of residential plan examination & inspection services in the county; and**

**WHEREAS, the ENGINEER is qualified as a residential plan examiner and building inspector; and**

**WHEREAS, the COUNTY desires to establish an AGREEMENT with the ENGINEER to provide to the COUNTY plan review and inspection services.**

**Now, THEREFORE, COUNTY and ENGINEER, in consideration of their mutual covenants, herein agree as follows:**

**SECTION I. BASIC SERVICES OF THE ENGINEER**

- A. The ENGINEER shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The ENGINEER shall provide building inspector services on an as needed basis, as authorized by the Chief Building Official.
- C. The ENGINEER shall review drawings submitted to Code Compliance for conformance with the Delaware County Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ENGINEER shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ENGINEER agrees to

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001**

---

review and return submitted drawings to the COUNTY within seven (7) business days from the date of receipt by the ENGINEER.

- D. The ENGINEER shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT.
- E. The ENGINEER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- F. The ENGINEER shall furnish own vehicle for transportation.
- G. The ENGINEER shall provide for the pick up and delivery of applications/drawings.

**SECTION II. COUNTY RESPONSIBILITIES**

The COUNTY shall be responsible to provide to the ENGINEER

- A. The COUNTY shall furnish the standard forms necessary for the execution of the services.
- B. The COUNTY shall provide clerical services necessary for the processing of the permits.
- C. Provide prompt written notice to the ENGINEER whenever the COUNTY observes or is made aware of the ENGINEER'S default or non-conformance with this AGREEMENT and afford the ENGINEER reasonable opportunity to cure such defect or non-conformance.
- D. Provide conference and meeting facilities for the ENGINEER to meet with applicants in regards to the work performed by the ENGINEER pursuant to this Contract.
- E. Use its best effort to secure release of other data held by others necessary for the ENGINEER to perform their obligations under this Contract.

**SECTION III. BASIS OF PAYMENT**

- A. The ENGINEER shall be compensated by payment for services based upon the fee schedule below.

Residential plan examination - \$50/hr.  
Single certification inspector - \$45/hr.  
Dual certification inspector - \$50/hr.  
Reimbursable expenses – At cost  
Mileage - \$0.32/mile  
Pick up & Delivery - \$50 per round trip (pick up + delivery)

- B. The ENGINEER shall provide a written statement indicating the total time spent for each plan examination upon return of the plans which shall accompany the ENGINEER'S written Approval, Addendum Letter or Correction Letter.
- C. The ENGINEER shall provide a written statement indicating the time spent for each inspection. This shall be provided to the COUNTY at the time inspection results are delivered each day.
- D. The ENGINEER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

**SECTION IV. GENERAL CONSIDERATIONS**

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The ENGINEER shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for one year. This AGREEMENT may be renewed for one year periods upon mutual agreement of both parties.
- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.
- E. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.



COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

- F. Indemnification-The ENGINEER shall indemnify, keep and save harmless the COUNTY and its respective officers, agents, and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The ENGINEER, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.
- G. Should the ENGINEER, its officers, agents, or employees be sued under this CONTRACT for actions other than negligent acts, errors or omissions, in the performance of the professional services, then the COUNTY shall indemnify the ENGINEER up to \$25,000.00 and the COUNTY may, at its election, defend the ENGINEER, or pay Attorney fees and the Court costs up to the stated sum of \$25,000.00.

It is expressly agreed that the professional services provided under this CONTRACT are of such a nature that the ENGINEER is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and ENGINEER, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is alleged and/or determined that the ENGINEER or any of its officers, agents, and employees has acted with malicious intent, reckless disregard, discrimination, harassment, or has generally abused the discretion afforded under these professional services.

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

**RESOLUTION NO. 01-1169**

**IN THE MATTER OF APPROVING CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND ARCHITECTURE!:**

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

This AGREEMENT, made and entered into this 8th day of October, 2001, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and Architecture!, with offices at 1335 Dublin Road, Columbus, Ohio, 43215, hereinafter called "ARCHITECT".

**WHEREAS, the COUNTY is in need of commercial plan examination and residential plan examination services in the county; and**

**WHEREAS, the ARCHITECT is qualified as a commercial plan examiner and residential plan examiner; and**

**WHEREAS, the COUNTY desires to establish an AGREEMENT with the ARCHITECT to provide to the COUNTY plan review services.**

**Now, THEREFORE, COUNTY and ARCHITECT, in consideration of their mutual covenants, herein agree as follows:**

**SECTION I. BASIC SERVICES OF THE ARCHITECT**

- H. The ARCHITECT shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- I. The ARCHITECT shall review drawings submitted to Code Compliance for conformance with the Delaware County Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ARCHITECT shall provide to the COUNTY an Approval, "Addendum Letter" or a "Cor as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ARCHITECT agrees to review and return submitted drawings to the COUNTY within seven (7) business days from the date of receipt by the ARCHITECT.
- J. The ARCHITECT shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT.
- K. The ARCHITECT shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- L. The ARCHITECT shall furnish own vehicle for transportation.

**SECTION II. COUNTY RESPONSIBILITIES**

The COUNTY shall be responsible to provide to the ARCHITECT

- F. The COUNTY shall furnish the standard forms necessary for the execution of the services.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001**

---

- G. The COUNTY shall provide clerical services necessary for the processing of the permits.
- H. The COUNTY shall provide for the pick up and delivery of applications/drawings.
- I. The COUNTY shall provide prompt written notice to the ARCHITECT whenever the COUNTY observes or is made aware of the ARCHITECT'S default or non-conformance with this AGREEMENT and afford the ARCHITECT reasonable opportunity to cure such defect or non-conformance.
- J. The COUNTY shall provide conference and meeting facilities for the ARCHITECT to meet with applicants in regards to the work performed by the ARCHITECT pursuant to this Contract.
- K. The COUNTY shall use its best effort to secure release of other data held by others necessary for the ARCHITECT to perform their obligations under this Contract.

**SECTION III. BASIS OF PAYMENT**

- A. The ARCHITECT shall be compensated by payment for services based upon the fee schedule below.

Commercial plan examination - \$60/hr.  
Residential plan examination - \$50/hr.  
Reimbursable expenses – At cost  
Mileage - \$0.32/mile

- E. The ARCHITECT shall provide a written statement indicating the total time spent for each plan examination upon return of the plans which shall accompany the ARCHITECT'S written Approval, Addendum Letter or Correction Letter.
- F. The ARCHITECT shall provide a written statement indicating the time spent for each inspection. This shall be provided to the COUNTY at the time inspection results are delivered each day.
- G. The ARCHITECT shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

**SECTION IV. GENERAL CONSIDERATIONS**

- H. This AGREEMENT shall be governed by the laws of the State of Ohio.
- I. The ARCHITECT shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- J. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for one year. This AGREEMENT may be renewed for one-year periods upon mutual agreement of both parties.
- K. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ARCHITECT.
- L. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.
- M. Indemnification-The ARCHITECT shall indemnify, keep and save harmless the COUNTY and its respective officers, agents, and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The ARCHITECT, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.
- N. Should the ARCHITECT, its officers, agents, or employees be sued under this CONTRACT for actions other than negligent acts, errors or omissions, in the performance of the professional services, then the COUNTY shall indemnify the ARCHITECT up to \$25,000.00 and the COUNTY may, at its election, defend the ARCHITECT, or pay Attorney fees and the Court costs up to the stated sum of \$25,000.00.

It is expressly agreed that the professional services provided under this CONTRACT are of such a nature that the ARCHITECT is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and ARCHITECT, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is alleged and/or determined that the ARCHITECT or any of its officers, agents, and employees has acted with malicious intent, reckless disregard, discrimination, harassment, or has

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

generally abused the discretion afforded under these professional services.

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

**RESOLUTION NO. 01-1170**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR THE VILLAGE AT POWELL PHASES 1, 2, & 3:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve sanitary sewer plan for The Village at Powell Phases 1, 2, & 3 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 01-1171**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR STONEBRIDGE AT GOLF VILLAGE;**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following Sanitary Subdivider's Agreement:

**Stonebridge at Golf Village**

This agreement executed on this 8<sup>th</sup> day of October 2001, by and between EPCON STONE BRIDGE LLC as evidenced by the STONEBRIDGE AT GOLF VILLAGE, (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:

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 (\$139,593.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$8,370.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

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

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY,

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001**

shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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. 01-1172**

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO COUNTY AUDITOR:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to certify to the County Auditor the following delinquent accounts for placement on the tax duplicate. Itemized listing available for review at the Commissioners Office:

Regional 1-A	\$ 120,290.37
Galena	\$ 6,058.37
Scioto Hills	\$ 1,995.87
Scioto Reserve	\$ 4,474.36
Shawnee Square	\$ 18,813.10
Hoover Woods	\$ 608.36
Tartan Fields	<u>\$ 2,385.55</u>
	\$154,625.98

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

**RESOLUTION NO. 01-1173**

**IN THE MATTER OF APPROVING CERTIFICATES OF SUBSTANTIAL COMPLETION:**

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

S99-1A	5/18/01	Kokosing Construction	<b>Central Maintenance Facility</b>
S99-1C	5/18/01	Kokosing Construction	<b>Alum Creek Pump Station</b>
S99-1B	6/18/01	Kokosing Construction	<b>All Work Under Contract S98-1B, EXCEPT:</b> -Solids Handling Building -Aerobic Digestors/Sludge Holding Tanks -Administration Building -Sitework -Irrigation System

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

			-Change Orders after Change Order 2
S98-1B	8/08/01	Kokosing Construction	<b>Solids Handling Facility</b> -Aerobic Digestors/ Sludge Tanks -Change Order 3
S98-1D	6/18/01	Kirk Williams Company	<b>All Work Under Contract S98-1D, EXCEPT:</b> - Solids Handling Building -Administration Building
S98-1E	6/18/01	Kirk Williams Company	<b>All Work Under Contract S98-1E, EXCEPT:</b> - Solids Handling Building -Administration Building -Change Orders after Change Order 1
S98-1D	8/08/01	Kirk Williams Company	<b>Solids Handling Facility</b>
S98-1E	8/08/01	Kirk Williams Company	<b>Solids Handling Facility</b>
S99-1C	5/18/01	Jess Howard Electric	<b>Central Maintenance Facility</b>
S99-1C	5/18/01	Jess Howard Electric	<b>Alum Creek Pump Station</b>
S98-1C	6/18/01	Jess Howard Electric	<b>All Work Under Contract S98-1C, EXCEPT:</b> -Solids Handling Facility -Aerobic Digestors/Sludge Holding Tanks -Administration Building -Change Orders after Change Order 4
S98-1C	8/08/01	Jess Howard Electric	<b>Solids Handling Facility</b> -Aerobic Digestors/Sludge Holding Tanks -Change Order 5

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

**RESOLUTION NO. 01-1174**

**IN THE MATTER OF APPROVING THE QUARTERLY REPORT FOR RECYCLE, OHIO! GRANT PROGRAM:**

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

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

**RESOLUTION NO. 01-1175**

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

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

Jerry A. Kochheiser has accepted the part-time EMT Intermediate position with the EMS Department; effective date October 10, 2001.

Eric J. Burgess has accepted the position of part-time EMT Paramedic with the EMS Department; effective date October 24, 2001.

Brent Staley has been promoted to the position of Duty Supervisor with the EMS Department; effective date October 8, 2001.

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

**RESOLUTION NO. 01-1176**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS ARTHLENE LEGAIR AND KIMBERLY BYERLY:**

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

Child Care		Rates per Hour
Arthlene Legair 1144 Evadell Drive Lewis Center, Ohio 43035	Infant	\$ 2.75
	Toddler	\$ 2.75
	Preschool	\$ 2.50
	School Age	\$ 2.50
	Hourly – Billing Units	
Kimberly Byerly 112 Kettering Blvd. Delaware, Ohio 43015	Infant	\$ 2.75
	Toddler	\$ 2.75
	Preschool	\$ 2.50
	School Age	\$ 2.50

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

	<b>Hourly – Billing Units</b>	
--	-------------------------------	--

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

**RESOLUTION NO. 01-1177**

**IN THE MATTER OF AMENDING AN ECONOMIC DEVELOPMENT LOAN AGREEMENT AUTHORIZING THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT FUNDS FOR THE COLUMBUS FOAM PRODUCTS, INC. EXPANSION PROJECT:**

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

WHEREAS, Delaware County has established a REVOLVING LOAN FUND (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the Delaware County Commissioners, via Resolution 97 -213, did apply for a State of Ohio Small Cities CDBG Program grant, which was awarded as grant number B-E-96-020-4, and did authorize disbursement of \$100,000 of these grant funds through the County’s Revolving Loan Fund (RLF) via the execution of an economic development loan agreement and legally binding documents with Janice E. Irwin Living Trust and James J. Irwin Living Trust for the Columbus Foam Products, Inc. Expansion Project; and

WHEREAS, it is stated in the CDBG Grant Agreement between the State of Ohio Department of Development and Delaware County that, as a condition of awarding Grant Number B-E-96-020-4 to the County, Columbus Foam Products, Inc. was required to create 14 new, full-time equivalent (FTE) permanent job opportunities, with a certain number of said jobs being made available to low-moderate income individuals and minority persons, within 24 months of the completion of the Expansion Project; and

WHEREAS, Columbus Foam Products, Inc. (the Company) was unable to meet said job creation commitment; and

WHEREAS, as a result of the Company not meeting the job creation commitments stipulated in the grant agreement, the loan agreement and the legally binding documents for the Expansion Project, the State of Ohio Department of Development has requested repayment by Delaware County of Grant Number B-E-96-020-4 in the amount of \$100,000.

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

SECTION I.            That the Delaware County Board of Commissioners hereby approves amending the loan agreement, and legally binding documents, attached and noted as Exhibit A, (available in the Economic Development Department) pertaining to this project, so that the outstanding principal balance remaining on the economic development loan shall be paid off in full, by Janice E. Irwin Living Trust, James J. Irwin Living Trust, and Columbus Foam Products, Inc. over a 36 month term, with monthly payments of principal only in the amount of \$2,176.97 due on the 1<sup>st</sup> day of each month beginning on November 1, 2001; the County shall maintain a third security position as evidenced by the existing third mortgage attached and noted as Exhibit B. (available in the Economic Development Department ).

SECTION II.            That Janice E. Irwin Living Trust and James J. Irwin Living Trust shall remain intact as the owner of the property at the project site and remain the obligor on mortgages and on the property. All corporate and personal guarantees, including those of Janice E. Irwin Living Trust, James J. Irwin Living Trust, and Columbus Foam Products, Inc., and all other obligations stated in the loan agreement and legally binding documents, excluding job creation commitments, shall remain in effect and continue unchanged for the remainder of the term of this economic development loan, as hereby amended.

SECTION III.            The Delaware County Economic Development Director shall forward a copy of this Amendment Agreement and the Resolution authorizing the approval of this Agreement to the Office of Housing and Community Partnerships and the Ohio Department of Development, upon execution.

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

**RESOLUTION NO. 01-1178**

**IN THE MATTER OF APPROVING CHANGE ORDER # 1 FOR BID PACKAGE 9B/C (REVISED EAST PARKING LOT - ADD CURB AND GUTTER WORK PER BULLETIN #3) FOR THE NEW**

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

**SERVICES BUILDING:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve change order #1 for Bid Package 9B/C:

**Design Crete, Inc.**

Original Contract	\$236,268.00
Change Order	\$ 7,508.04
<b>Revised Contract Amount</b>	<b>\$243,776.04</b>

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

**RESOLUTION NO. 01-1179**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY EXPRESSING CONCERNS ABOUT POSSIBLE CUTS IN THE STATE BIENNIAL BUDGET THAT WOULD IMPACT COUNTIES AND REQUESTING THE OHIO GENERAL ASSEMBLY AND THE TAFT ADMINISTRATION TO CONSIDER REVENUE ENHANCEMENTS TO SOLVE THE STATE BUDGET PROBLEM:**

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

**WHEREAS**, It has been reported that the General Assembly and the Administration of Governor Bob Taft is considering cuts to the current FY 2002/2003 State Budget as a result of the third ruling in the DeRolph school funding court case and because state revenue projections have been revised downward by \$ 1 Billion; and

**WHEREAS**, counties are dependent on the state budget for the provision of many necessary services to the residents of their counties; and

**WHEREAS**, this Board understands that one of the options under consideration is the elimination or reduction of Ohio's Local Government Funds which are a major source of revenue to the county and other local units of government in the county; and

**WHEREAS**, also under consideration are line items cuts in the state budget that will significantly affect the ability of counties to provide services and administer mandated state programs in such areas as human services, children's services, child support enforcement, juvenile justice, adult corrections, and legal services for indigent defendants, and other areas; and

**WHEREAS**, various methods to enhance state revenues are under consideration including the utilization of Ohio's and the elimination of certain current state tax exemptions.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY,**

This Board opposes any additional reductions to Ohio's Local Government funds, a primary source of revenue to the county and many other local governments in this county. Any discussions about the elimination of such funding for local governments is irresponsible and will result in the reduction of vital county services or the increase of local taxes, or both.

This Board opposes a general across the board line item cut to the state budget. Such across the board cuts to each line item will have a negative impact on various subsidy accounts that are distributed to counties and will have significant negative consequences to programs administered by counties that are mandated by the state including public defender services, juvenile justice programs, adult corrections programs, TANF, child welfare services, child care programs, child support enforcement, and others. Such cuts will have the net result of reduced services or local tax increases, or both.

This Board urges the Taft Administration and the Ohio General Assembly to prudently tap Ohio's rainy day fund or enhance revenues, to solve the state budget problem without transferring the burden to local units of government. This Board, in particular, supports the elimination of certain current exemptions from the state sales and use tax to assist in permanently making up the long term revenue shortfall being experienced by the state. The elimination of certain sales tax exemptions will also have the effect of enhancing county revenue from the permissive sales and use tax, as county receipts from this source of county revenue are also on the decline.

This Board also urges the General Assembly and the Taft Administration to take great care in the enactment of new legislation that will mandate new costs on county government.

This Board also urges the General Assembly and the Taft Administration to enact various legislative proposals that will give counties additional options to raise revenue locally and to allow counties additional flexibility to make programs more efficient and cost effective as has been proposed by the County Commissioners Association of Ohio.

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 8, 2001

---

**BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY THAT** the Clerk is directed to send copies of this resolution to Governor Bob Taft; Office of Budget and Management Director, Tom Johnson; Senate President Richard Finan; Senate Minority Leader, Leigh Herrington; Speaker Larry Householder; House Minority Leader Dean DePiero; Representative(s) Jon Peterson ; Senator(s) Bill Harrison; and, to the County Commissioners Association of Ohio.

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

There being no further business the meeting adjourned.

---

Deborah B. Martin

---

James D. Ward

---

Donald E. Wuertz

---

Letha George, Clerk to the Commissioners