

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 10, 2001

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: James Ward and Donald Wuertz. Deborah Martin was on vacation.

8:00 AM Duncan Whitney, County Prosecutor

RESOLUTION NO. 01-1016

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LEGAL MATTERS PENDING LAWSUIT:

It was moved by Mr. Wuertz, seconded by Mr. Ward to move to executive session at 8:15AM

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

RESOLUTION NO. 01-1017

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Wuertz, seconded by Mr. Ward to move out executive session at 8:50AM

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

- 10:00 AM Public Hearing for Microenterprise Development Fund Grant**
- 10:00 AM Bid Opening for Emulsion Polymer for Wastewater Treatment**
- 10:15 AM Accepting Statement of Qualifications for Engineering Design Consultant Services**
- 10:00 AM Bid Opening for Uniform Rental**
- 10:15 AM Bid Opening for Snow Removal Services**
- 10:00 AM Bid Opening for Garage Floor Resurfacing and Drainage Improvements (50 Channing Street).**
- 10:15 AM Bid Opening for Concord Road Culvert Project (50 Channing Street).**

PUBLIC COMMENT

RESOLUTION NO. 01-1018

IN THE MATTER OF APPROVING VOUCHERS, PURCHASE ORDERS AND PAYMENT OF WARRANTS NUMBERED 315230 THROUGH 315327:

It was moved by, Mr. Wuertz seconded by Mr. Ward to approve for payment warrants numbered 315230 through 315327 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>
INCREASE 1B07261	BCMH Crippled Children		0120-2059	\$ 20,000.00
INCREASE 1B01834	C&P Engineering	Contract for Plan Review	0150-2005	\$ 8,047.12
INCREASE 1B04289	Gannett Fleming Engineers	Const Management Serv/Alum Creek	3590-4031	\$ 410,000.00

Vouchers

1B43188	Techskills	Continuing Education	4516-2857	\$ 6,000.00
1B43188	Techskills	Continuing Education	4516-2857	\$ 15,000.00
1B10479	Bovis Lend Lease, Inc	Const Mngr for Admin Bldg	8612-4011	\$ 67,304.77
1B10470	Home Improvements Unlimited	Rental Rehab	0079-2005	\$ 18,532.50
1B07256	Treasurer of the State	2001 Audit	0120-2008	\$ 6,510.26
1B10490	Countryside Construction	Site Utilities - Services Building	8612-4011	\$ 53,307.56
1B10480	George J. Igel	Mass Excavation - Services Bldg	8612-4011	\$ 90,982.81
1B08266	Sellers Electric	Electrical - Services Building	8612-4011	\$ 54,525.66
1B07280	Jess Howard	Electric - Library	8610-4012	\$ 7,898.17
1B02727	AEP	OECC - Electric	3530-2600	\$ 62,626.32

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

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RESOLUTION NO. 01-1019

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO NICK WALTON FOR HIS TIMELY AND HEROIC EFFORT THAT SAVED THE LIFE OF A FELLOW CITIZEN:

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

WHEREAS, Nick Walton reported and responded to a motor vehicle accident scene near his family's home in Galena, Delaware County, Ohio, and

WHEREAS, Nick's timely response to the accident scene and realization that the vehicle was on fire and was an immediate threat to the life of the unresponsive driver, and

WHEREAS, Nick's quick actions to the situation by extracting the victim and carrying him from the scene almost certainly resulted in preventing the loss of life, and

WHEREAS, Nick's willingness to get involved even at the risk of personal injury is a heroic and selfless act that reflects great credit upon himself, his family and his community.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to issue this proclamation and officially recognize and thank Nick Walton for his heroic and life saving efforts.

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 Mrs. Martin Absent Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01 - 1020

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Deanne Slone, Tammy Clawson and Candy Hendrickson attend CRISE (computer database training) in Columbus, Ohio on September 25, 2001, at no cost.

The Department of Job and Family Services is requesting that Cathy Humphreys attend CRISE (computer database training) in Columbus, Ohio on October 17 through October 18, 2001, at no cost.

Personal is requesting that Rachel Stull attend a Worker's Compensation Academy in Akron, Ohio on September 27, 2001, at the cost of \$86.00.

The Department of Intensive Supervision is requesting that Jeff Vandeborne, Mark Taglione and Erin Kline attend a workshop on Ohio Community Corrections Organization in Columbus, Ohio on October 18 and October 19, 2001, at the cost of \$585.00

Juvenile Court is requesting that Donna Sigl-Davis attend an Alternatives to Detention Seminar in Portland, Oregon September 19 through September 22, 2001, at the cost of \$750.00.

Juvenile Court is requesting that 14 employees attend an Ohio Fall CASA Conference in Columbus, Ohio on September 21 and September 22, 2001, at the cost of \$420.00.

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

RESOLUTION NO. 01-1021

IN THE MATTER OF APPROVING PLATS FOR HARBOR POINTE, SECTION 2, PHASES A & B; SCIOTO RESERVE SECTION 3, PHASE 4; ABBEY KNOLL SECTION 3; CROSS CREEK SECTION 2, PHASE A AND MCGONIGLE SUBDIVISION NO. 1 & 2 AND DITCH MAINTENANCE PETITIONS FOR CROSS CREEK SECTION 2, PHASES A & B; THE PARK AT GREIF BROTHERS; ABBEY KNOLL SECTION 3, PHASES 1 & 2:

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

Harbor Point, Section 2, Phases A

Situated in the State of Ohio, County of Delaware, Township of Berlin and in Farm Lot 5, Quarter Township 4, Township 4, Range 18, United States Military Lands, containing 16.384 acres of land, more or less, said 16.384

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acres being part of that tract of land conveyed to M/I SHOTENSTEIN HOMES, INC. by deed of record in Official Record 12, Page 1461, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$69.00

Harbor Point, Section 2, Phase B

Situated in the State of Ohio, County of Delaware, Township of Berlin and in Farm Lot 5, Quarter Township 4, Township 4, Range 18, United States Military Lands, containing 7.144 acres of land, more or less, said 7.144 acres being part of that tract of land conveyed to M/I SHOTENSTEIN HOMES, INC. by deed of record in Official Record 12, Page 1461, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$45.00.

Scioto Reserve, Section 3, Phase 4

Situated in the State of Ohio, County of Delaware, Township of Concord, Lying in Section 2, Township 3, Range 19 West, United States Military Lands, containing 6.000 acres in Farm Lot 17, 3.541 acres in Farm Lot 31, and 0.523 acres in Farm Lot 32, being 8.478 acres out of the 81.658 acre tract conveyed to Triangle Properties, Inc. in Deed Book 663 at Pages 653, 656, and 659, and 1.586 acres out of the 121.758 acre tract conveyed to Triangle Properties, Inc. in Deed Book 663 at Page 648 in all 10.654 acres more or less, including 2.238 acres of Right-of-Way, Records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$96.00.

Abbey Knoll, Section 3

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, containing 31.616 acres of land, more or less, said 31.616 acres being part of that tract of land conveyed to ROCKFORD HOMES, INC. by deed of record in Official Record 32, Page 1826, and part of that tract of land conveyed to ROCKFORD HOMES, INC. by deed of record in official Record 89, Page 1030 Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$111.00.

Cross Creek Section 2, Phase A

Situated in the State of Ohio, County of Delaware, Township of Orange Section 1, Township 3, Range 18, United States Military Lands containing 8.083 Acres in Farm Lot 14 and 20.109 Acres in Farm Lot 15, and being 13.741 acres, more of less, out of the 65.302 acre tract conveyed to HOMEWOOD CORPORATION by deed of record in deed book 583, Page 784, and 12.391 acres out of the original 13.011 acre tract conveyed to John C. and Natalie V. Goodwin by Deed of Record in Deed Book 103 Page 511 in all 28.192 acres including 2.361 acres of right of way records of the Recorder's office, Delaware County, Ohio. Not fee in the amount of \$81.00.

McGonigle Subdivision No. 1

Situated in the Township of Oxford, County of Delaware, State of Ohio and being part of Farm Lot 8, Quarter-Township 2, Township 6, Range 18 in the United States Military Lands. Being a subdivision of 19.367 acres out of an original 73.4 acre tract owned by Rodney D. Mc Gonigle and Jacqueline K. Mc Gonigle, husband and wife as recorded in Official Record Volume 47, Page 2562 in the Delaware County Recorder's office. Lot fee in the amount of \$15.00.

McGonigle Subdivision No. 2

Situated in the Township of Oxford, County of Delaware, State of Ohio and being part of Farm Lot 8, Quarter-Township 2, Township 6, Range 18 in the United States Military Lands. Being a subdivision of 17.617 acres out of an original 73.4 acre tract owned by Rodney D. Mc Gonigle and Jacqueline K. Mc Gonigle, husband and wife as recorded in Official Record Volume 47, Page 2562 in the Delaware County Recorder's office. Lot fee in the amount of \$12.00.

Ditch Petitions

Cross Creek Section 2, Phases A & B – Ditch Maintenance Petition

We the undersigned owners of 21.69 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Cross Creek Section 2, Phases A & B as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

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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 Cross Creek Section 2, Phases A & B Subdivision.

The cost of the drainage improvements is \$99,820.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fifty lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1996.40 per lot. An annual maintenance fee equal to 2% of this basis \$39.93 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,996.40 has been paid to Delaware County.

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

The Park at Greif – Ditch Maintenance Petition

We the undersigned owners of 140.120 acres in Liberty & Berlin Townships, Delaware County, Ohio propose to create a subdivision known as The Park at Greif as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the "The Park" at Greif Plat subdivision.

The cost of the drainage improvements is \$340,979.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fourteen (14) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is done by breaking the total cost into cost per acre, which is , \$5,557.02/acre. A given lot's assessment is the number of acres in the lot times the cost per acre. An annual maintenance will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$6819.58 has been paid to Delaware County.

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

Abbey Knoll Section 3, Phases 1 & 2

We the undersigned owners of 31.5852 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Abbey Knoll Section 3, Phases 1 & 2 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Abbey Knoll Section 3, Phases 1 & 2 Subdivision.

The cost of the drainage improvements is \$69,285.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-seven lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,872.57 per lot. An annual maintenance fee equal to 2% of this basis \$37.45 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The

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first year's assessment for all of the lots in the amount of \$1,385.70 has been paid to Delaware County.

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

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

RESOLUTION NO. 01-1022

IN THE MATTER OF AMENDING RESOLUTION NO. 00-780 BY RESCINDING DITCH PETITIONS FOR WALKER WOOD SECTION 12, PHASES 1 & 2 AND APPROVING NEW DITCH PETITION FOR WALKER WOOD SECTION 12, PHASES 1 & 2:

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

In September 2000, the Board approved two ditch maintenance petitions under Resolution Number 0-780 for Walker Wood Section 12, Phases 1 & 2. Both phases of this project should have been covered under one petition. The Engineer is requesting that the two petitions passed under Resolution 00-790 be voided and a new Resolution be passed adopting the following petition for both phases of this project.

Walker Wood Section 12, Phases 1 & 2

We the undersigned owners of 10.155 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Walker Wood Section 12, Phases 1 & 2 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Walker Wood Section 12, Phases 1 & 2 Subdivision.

The cost of the drainage improvements is \$54,985.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Twenty-four lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,291.04 per lot. An annual maintenance fee equal to 2% of this basis \$45.82 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1099.70 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 Absent Mr. Ward Aye Mr. Wuertz Aye

RESOLUTION NO. 01-1023

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR TREEMONISHA SUBDIVISION AND GRAND OAK CONDOMINIUMS:

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

Treemonisha Subdivision

THIS AGREEMENT executed on this 10th day of September 2001, between **VISTA LAND COMPANY LLC** . as evidenced by the **TREEMONISHA SUBDIVISION** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/4/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all

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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 **ELEVEN THOUSAND FIVE 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 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 affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

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

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

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

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

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Grand Oaks Condominiums

This **AGREEMENT** made and entered into this 10 day of September by and between **the COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**. Hereinafter called **COUNTY** and **CENTEX HOMES, COLUMBUS, DIVISION**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**GRAND OAK CONDOMINIUMS**” which was approved by the County Engineer, hereinafter called **Plan**, is governed by the following considerations, to with:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **One Hundred Eighty-Four Thousand One Hundred Dollars** payable to the **Board Of County Commissioners** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvement in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and the current “**Subdivision Regulations of Delaware County, Ohio**”.
- 4) The **Subdivider** shall deposit **FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
- 5) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 6) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 7) The **SUBDIVIDER** shall perform and complete all said improvements prior to May 31, 2002.
- 8) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by **the Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with **the Ohio Department of transportation “Uniform Traffic Control Devices”** and **Traffic Control For Construction And Maintenance”**
- 9) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 10) If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 11) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 12) In consideration whereof, **THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the subdivider or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 01-1024

IN THE MATTER OF ACCEPTING BONDING FOR ABBEY KNOLL SECTION 3, PHASES 1 & 2 AND SCIOTO RESERVE, SECTION 3, PHASE 4:

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

Abbey Knoll Section 3 Phase 1

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developers are now at a point where they would like to file the plat. The County Engineer has, therefore, estimated the remaining construction costs to be **\$152,794** and a bond in that amount is in place.

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Abbey Knoll Section 3, Phase 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developers are now at a point where they would like to file the plat. The County Engineer has, therefore, estimated the remaining construction costs to be **\$170,998** and a bond in that amount is in place.

Scioto Reserve Section 3, Phase 4

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developers are now at a point where they would like to file the plat. The County Engineer has, therefore, estimated the remaining construction costs to be **\$155,000** and a Letter of Credit in that amount is in place.

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

RESOLUTION NO. 01 - 1025

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR RATTLESNAKE RIDGE:

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

Augusta Woods Section 2

The roadway construction has been completed for the referenced subdivision and, as the result of an engineer's recent field review, the County Engineer has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, the County Engineer recommends that the maintenance bond be set at **\$8,600** for the duration of the one year maintenance period. A Bond in that amount has been secured.

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

RESOLUTION NO. 01-1026

IN THE MATTER OF ESTABLISHING A STOP CONDITION ON SELDOM SEEN ROAD:

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

On January 16, 2001, the Commissioners approved the establishment of a stop condition on Sawmill Parkway with Seldom Seen Road. Due to the current construction at this intersection, the Engineer is hereby requesting that the stop condition established at that time be removed and that a stop condition on Seldom Seen road at its east and west bound intersection with Sawmill Parkway be established.

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

RESOLUTION NO. 01-1027

IN THE MATTER OF CERTIFYING DITCH MAINTENANCE ASSESSMENTS FOR SHERWOOD DITCH TO THE COUNTY AUDITOR FOR PLACEMENT ON THE TAX DUPLICATE OVER A FIVE YEAR PERIOD AS SPECIFIED PER RESOLUTION NO. 00-17 ON JANUARY 3, 2000:

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

NO_	OWNER1	PROJ_COST	MAINT_COST	COS+MAIN	TOTAL_COST
1A	TROY TWP #223-SHERWOOD	\$479.78	\$23.99	\$503.77	
1B		\$32.64	\$1.63	\$34.27	\$538.04
2	OXFORD TWP #223-SHERWOOD	\$329.11	\$16.46	\$345.56	\$345.56
3		\$85.67	\$4.28	\$89.96	\$89.96
4	DEL. CTY #224-STEAMTOWN	\$576.21	\$28.81	\$605.02	\$605.02
5	SCHNIPKE JEROME	\$102.81	\$5.14	\$107.95	\$107.95
6	SCHNIPKE JEROME J	\$247.24	\$12.36	\$259.60	\$259.60
7A	DAVENPORT DARRYL	\$122.39	\$6.12	\$128.51	
7B		\$69.76	\$3.49	\$73.25	\$201.77
8	DAVENPORT DARRYL	\$309.65	\$15.48	\$325.14	\$325.14
9	MARKSTEIN SUSAN LINDA	\$119.94	\$6.00	\$125.94	\$125.94
10A	PINNEY HARLAND H TRUSTEE	\$1,457.85	\$72.89	\$1,530.74	

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10B		\$135.99	\$6.80	\$142.79	\$1,673.54
11A	ADAMS WARREN BISHOP	\$168.94	\$8.45	\$177.39	
11B		\$153.31	\$7.67	\$160.97	
11C		\$335.56	\$16.78	\$352.34	\$690.70
12	BUECHEL MARCIA R	\$446.06	\$22.30	\$468.36	\$468.36
13A	BUECHEL MARCIA R	\$129.19	\$6.46	\$135.65	
13B		\$17.44	\$0.87	\$18.32	\$153.97
14A	ADAMS CHARLES G	\$2,572.65	\$128.63	\$2,701.28	
14B		\$8,428.62	\$421.43	\$8,850.05	\$11,551.32
15A	EVANS GARY L	\$129.19	\$6.46	\$135.65	
15B		\$227.70	\$11.39	\$239.09	\$374.74
16A	SMITH MARY C	\$4,232.10	\$211.61	\$4,443.71	
16B		\$5,325.37	\$266.27	\$5,591.64	\$10,035.35
17	SHEETS BETTY J TRUSTEE	\$613.19	\$30.66	\$643.85	\$643.85
18	POWERS ROSE L	\$105.26	\$5.26	\$110.52	\$110.52
19	COLE THOMAS B	\$166.94	\$8.35	\$175.29	\$175.29
20A	GUINN JEFFERSON M	\$106.43	\$5.32	\$111.76	
20B		\$157.25	\$7.86	\$165.11	\$276.87
21A	GUINN JEFFERSON M	\$106.43	\$5.32	\$111.76	
21B		\$212.33	\$10.62	\$222.95	\$334.70
22	BUECHEL MARCIA R	\$5,844.93	\$292.25	\$6,137.17	\$6,137.17
23	BUECHEL MARCIA R	\$5,677.95	\$283.90	\$5,961.85	\$5,961.85
24	BUECHEL MARCIA R	\$6,007.38	\$300.37	\$6,307.74	\$6,307.74
25	BUECHEL MARCIA R	\$4,598.45	\$229.92	\$4,828.37	\$4,828.37
26	BUECHEL MARCIA R	\$149.26	\$7.46	\$156.72	\$156.72
					\$52,480.03

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

RESOLUTION NO. 01-1028

IN THE MATTER OF APPROVING A PERMANENT EASEMENT FOR SHERWOOD DITCH AND ESTABLISHING A MAINTENANCE ACCOUNT:

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

Name: Sherwood Group

Organization: 4060

Account:0105

Amount: \$2499.04

Easement Description

Commencing at (Point A) the north right-of-way of Sherwood Road and terminating at (Point D) the centerline of Indian Run

Points A to B: 25 feet from the top of bank on the left side of the improvement and 25 feet from top of bank on the right side of the improvement.

Points B to C: 15 feet from the top of bank on the left side of the improvement and 20 feet from the top of bank on the right side of the improvement

Points C to D: 35 feet from top of bank on the right side of the improvement and 65 feet from top of bank on the left side of he improvement

Map available at Engineer's Office

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

RESOLUTION N0. 01-1029

IN THE MATTER OF APPROVING A CHANGE TO THE SPECIFICATIONS FOR THE CONCORD

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RESOLUTION 01-1034

IN THE MATTER OF APPROVING A GRANT REQUEST BY THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICE TO THE STATE OF OHIO FOR FUNDING AN INJURY PREVENTION PROGRAM FOR CHILDREN.

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

WHEREAS, the Delaware County Emergency Medical Service (EMS) participates with other County agencies in the Child Safety Program; and,

WHEREAS, the Ohio Department of Public Safety has grant funding available for programs associated with injury prevention for children; and,

WHEREAS, the Delaware County EMS desires to improve and expand its child safety seat efforts by providing expanded education and installation facilities, especially to low income areas;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the submittal of this grant request for a total amount of \$7,500 by EMS for the expansion of their existing child safety program.

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

RESOLUTION 01-1035

IN THE MATTER OF APPROVING CONTRACTS WITH CONCRETE TECHNOLOGY (ARCHITECTURAL PRECAST CONCRETE – PLANT CAST) AND ACOUSTIC CEILING & PARTITION COMPANY OF OHIO, INC. (DRYWALL/ROUGH CARPENTRY-EIFS/ACOUSTIC CEILING & INTERIOR DRYWALL/ACOUSTIC CEILING/ROUGH CARPENTRY) FOR THE NEW SERVICES BUILDING:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**Concrete Technology
95 Mound Park Drive
Springboro, Ohio 45066**

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

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

ARTICLE 1

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

**Bid Package Seven – ARCHITECTURAL PRECAST
CONCRETE – PLANT CAST
Delaware County Services Building
124-148 North Sandusky Street
Delaware, Ohio 43015**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Four Hundred Thirty Nine Thousand Dollars (\$439,000), based upon the Bid Form, dated March 30, 2001 submitted by the Contractor.

***\$439,000 Base Bid
no alternates awarded
Total Contract Amount \$439,000***

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

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Documents.

ARTICLE 3

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

- Deliver of Precast installed by others 8/15/2001
- Completion of Precast Panels 9/06/2001
- Substantial Completion for all Bid Package Contracts 2/05/2002
- Completion of all Architects Prepared Punch list Items 3/20/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

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

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

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

ARTICLE 5

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

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ARTICLE 6

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**Acoustic Ceiling & Partition Co. of Ohio, Inc.
7686 Fishel Drive North
Dublin, Ohio 43016**

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

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

ARTICLE 1

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

**Bid Package Sixteen/Twenty-five – DRYWALL/ROUGH
CARPENTRY/EIFS/ACOUSTIC CEILINGS & INTERIOR
DRYWALL/ACOUSTIC CEILINGS/ROUGH CARPENTRY**
**Delaware County Services Building
140 North Sandusky Street
Delaware, Ohio 43015**

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of \$ One Million Three Hundred Ninety-six Thousand Nine Hundred Dollars (\$1,396,900), based upon the Bid Form, dated June 5, 2001 submitted by the Contractor.

***\$1,396,900 Base Bid
no alternates awarded
Total Contract Amount \$1,396,900***

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

ARTICLE 3

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

- Completion of exterior metal studs for masonry South and West 9/03/2001
- Completion of exterior metal studs for masonry North and East 10/12/2001
- Substantial Completion for all Bid Package Contracts 3/06/2002
- Completion of all Architects Prepared Punch list Items 4/10/2002

following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

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

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

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

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

ARTICLE 4

4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.

5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

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

RESOLUTION NO. 01-1036

IN THE MATTER OF APPROVING CHANGE ORDER # 1 FOR BID PACKAGE 5 (MASS EXCAVATION AND SHORING WITH GORGE J IGEL & CO. FOR THE NEW SERVICES BUILDING:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve change order #1 for Bid Package 5:

George J. Igel Company

Original Contract	\$459,286.00
Change Order	\$ 5,586.55

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conducted a second public hearing on the proposed application for CDBG Microenterprise Business Development Funds on September 10, 2001. Such hearings and review by County officials indicate significant need and interest in utilizing these funds to assist Microenterprises within the County with a local Microenterprise Business Development Fund, which is responsive to the State and national program objectives and qualification criteria for this program.

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

Section 1. That the County Administrator is hereby authorized to make application for \$50,000 of Community Development Block Grant Small Cities Microenterprise Business Development Program funds to be used to establish a local Microenterprise Business Development Program.

Section 2. That this resolution shall take effect and be in force immediately after passage.

Vote on Motion Mrs. Martin Absent Mr. Ward 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