

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 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

RESOLUTION NO. 01-1076

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 8:40AM.

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

RESOLUTION NO. 01-1077

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 8:55AM.

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

PUBLIC COMMENT

RESOLUTION NO. 01-1078

IN THE MATTER OF APPROVING VOUCHERS, PURCHASE ORDERS AND PAYMENT OF WARRANTS NUMBERED 316508 THROUGH 316633:

It was moved by, Mr. Wuertz seconded by Mrs. Martin to approve for payment warrants numbered 316508 through 316633 and Purchase Orders and Vouchers as listed below:

PO Increase	Vendor	Description	Account #	Amount
1B03127	Emergency Medical Products	Medical Supplies	0260-1577	\$ 6,200.00
<u>Vouchers</u>				
1B42992	Don - A Del	Child Care	4580-2080	\$ 5,957.00
1B43197	Helpline	Kinship Navigator Contract	4510-2013	\$ 14,000.00
1B10488	Concrete Technology	Precast Concrete	8612-4011	\$ 44,910.00
1P04389	Dale Wilgus	Fort Defiance Retainage	3590-4020	\$ 11,598.90
1B04386	County Engineer	Inspection Services	3590-4002	\$ 39,003.00

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

RESOLUTION NO. 01-1079

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

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

NEW FUND

125-26-1250	TEAM Mentor	Special Revenue Fund
-------------	-------------	----------------------

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
075-0920-040	Data Center – Equip	\$ 25,708.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0120-035	001-0120-047	\$ 25,708.00
Gen Fund/Comm – Contingency	Gen Fund/Comm – Transfers	

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
001-0120-047	075-0920-087	\$ 25,708.00
Gen Fund/Comm – Transfers	Data Center - Transfer-in	

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

RESOLUTION NO. 01 -1080

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

IN THE MATTER OF CONGRATULATING BRUCE HOUTZ UPON RECEIVING THE EAGLE SCOUT AWARD:

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

Whereas, Bruce Houtz has been a member of Boy Scout Troop # 85, and

Whereas, Bruce Houtz 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, Bruce Houtz on earning the Eagle Scout Award.

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

Be It Further Resolved: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 01-1081

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 53.958, MORE OR LESS, ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY 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 Berkshire Township to Village of Sunbury, and

Whereas, Kenneth J. Molnar, 21 Middle Street, Galena, Ohio 43021 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, December 3, 2001, at 7:45 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 -1082

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Economic Development is requesting that Tim Boland and Dottie Brown attend a 2001 OHCP summit in Huron, Ohio on November 13 through November 16, 2001, at the cost of \$1,051.20.

EMS is requesting that 20 full time Delaware County Paramedics attend a Pediatric Advanced Life Support Course at Grady Memorial Hospital on November 23 through November 24, 2001, at the cost of \$4,050.00.

The Department of Sanitary Engineering is requesting that Gary Zwolinski and Chad Antle attend a Microsoft Project 2000 Training Course in Columbus, Ohio on October 10, 2001, at the cost of \$630.00.

Administrative Services is requesting that Steve Savon attended a County Loss Control Coordinators Association Meeting in Sandusky, Ohio on September 28, 2001, at the cost of \$253.30.

Environmental Services is requesting that Jim Rutherford attend an Electrical Safety Seminar in Columbus, Ohio on October 29 through October 30, 2001, at the cost of \$795.00.

The Clerk of Courts is requesting that Betty J. Porter and 3 Deputy Clerks attend a Passport Seminar in Columbus, Ohio on September 25, 2001, at the cost of \$15.00.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

The Clerk of Courts is requesting that Betty J. Porter and 3 Deputy Clerks attend a Manatron Users Meeting for WRITS in Newark, Ohio on October 3, 2001, at the cost of \$27.00.

Juvenile Court is requesting that Margaret A. McCoy attend The Angry Client Seminar in Columbus, Ohio on October 8, 2001, at the cost of \$109.00.

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

RESOLUTION NO. 01-1083

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Johnnes Dickhof One class \$149.25

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

RESOLUTION NO. 01-1084

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM VINE LTD, LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Vine Ltd. LLC has requested new C1, C2 permits located at 8909 Old State Street, Lewis Center, Ohio 43035 and

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

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

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

RESOLUTION NO. 01-1085

IN THE MATTER OF WITHDRAWING REQUESTS FOR LIQUOR LICENSE HEARINGS FOR PANDA HOUSE, LLC, AND BOB FISH GUY MARKET & BISTRO, INC.:

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

Whereas on July 23, 2001, the Delaware County Commissioners requested a hearing with the Ohio Division of Liquor Control to address the liquor license request of Panda House, LLC, and

Whereas on August 13, 2001 the Delaware County Commissioners requested a hearing with the Ohio Division of Liquor Control to address the liquor license request of Bob Fish Guy Market & Bistro, Inc., and

Whereas, both of these requests were made in support of the requests made by the Orange Township Trustees and now the Orange Township Trustees have withdrawn their request for both hearings

Therefore Be it Resolved, the Delaware County Commissioners withdraw their request for hearings for the D5 license – Panda House LLC – Permit Number 6667995 and the D1, D2, & D3 license – Bob Fish Guy Market & Bistro, Inc. – Permit Number 0773007.

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

RESOLUTION NO. 01-1086

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR SLANE RIDGE:

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

Ditch Maintenance Petition- Slane Ridge

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001

We the undersigned owners of 9.8 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as "Slane Ridge" 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 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 Slane Ridge Subdivision.

The cost of the drainage improvements is \$102,329.00 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. Seventeen lots (17) 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, \$6,019.35 per lot. An annual maintenance fee equal to 2% of this basis \$120.39 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,046.58 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 Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-1087

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR GOLF VILLAGE SECTION 6, PHASE A; SCIOTO RESERVE SECTION 4, PHASE 8; AND WOODS ON SELDOM SEEN III SECTION 2:

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

Golf Village Section 6 Phase A

THIS AGREEMENT executed on this 24th day of September, 2001, between **CHARLES VINCE** as evidenced by the **GOLF VILLAGE SECTION 6, PHASE A** 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 9/17/01, 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.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

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 **TWENTY-ONE THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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

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

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

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

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

Scioto Reserve Section 4, Phase 8

THIS AGREEMENT executed on this 24th day of September, 2001, between **HOME WOOD CORPORATION** as evidenced by the **SCIOTO RESERVE SECTION 4, PHASE 8** (Subdivision Plat to be 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, 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 any remaining construction as shown in the Engineer's Estimate approved 8/28/01, 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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

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.

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 and 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 **SIXTEEN THOUSAND TWOHUNDRED 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.

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 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.

Woods on Seldom III Section 2

THIS AGREEMENT executed on this 24th day of September, 2001 between **CRAFTON PROPERTIES** as evidenced by the **WOODS ON SELDOM SEEN III SECTION 2** Construction Plans filed with the Delaware County Engineer, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 9/11/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

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 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 on which this **AGREEMENT** is executed 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 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.

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 **TWENTY-FIVE THOUSAND TWO 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 testing 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 the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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. 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001

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

RESOLUTION NO. 01-1088

IN THE MATTER OF ACCEPTING ROADS IN HIGHLAND LAKES EAST SECTION 11, PHASE 3:

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

Highland Lakes East Section 11, Phase 3

- An addition of 0.24 mile to **Township Road Number 864, Hermitage Drive**

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

RESOLUTION NO. 01-1089

IN THE MATTER OF APPROVING A CORRECTION TO THE NAME OF ROAD NUMBER 990 IN SUMMERFIELD VILLAGE:

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

On August 6, 2001, the Board of Commissioners approved the acceptance of Road Number 990 in Summerfield Village to be known as Chickory Court. Since that time, the County Engineer has found that the spelling of the road name is Chicory Court. Therefore, the County Engineer is requesting that the change be made to show the road name to be Chicory Court.

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

RESOLUTION NO. 01-1090

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR WEDGEWOOD SECTION 10:

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

Wedgewood Section 10

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 \$85,000 for the duration of the one year maintenance period. A Letter of Credit in that amount has been provided.

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

RESOLUTION NO. 01 -1091

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

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>
U010151	Suburban Natural Gas	Village of Alum Creek No. 5	Install gas main
U010152	Sprint Telephone	Perfect Road	Replace defective cable
U010153	Sprint Telephone	Stockwell Road	Replace damaged cable
U010154	Del-Co Water	Main Road	Install waterline

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

RESOLUTION NO. 01-1092

IN THE MATTER OF DESIGNATING THE NORTH SIDE OF HOME ROAD FROM THE INTERSECTION OF ST. RT. 315 WEST A DISTANCE OF 1000 FEET.

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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

It has come to the attention of the County Engineer that vehicles are being parking along the north side of Home Road near the intersection of St. Rt. 315 at the church located at that intersection. The Engineer feels this is an unsafe practice; therefore, the Engineer is requesting that a no parking zone be established on the north side of Home Road from the intersection of St. Rt. 315 west a distance of 1000 feet.

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

RESOLUTION NO. 01-1093

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR FY99 PRIVATE HOUSING REHABILITATION:

It was moved by Mr. Martin, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for (6) one family units starting at **2:00 PM on Friday, October 12, 2001.**

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

RESOLUTION NO. 01-1094

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR ABBINGTON OF POWELL SUBDIVISION AND GOLF VILLAGE SECTION 1, PHASE A, PART II:

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

Abbington of Powell

This agreement executed on this 24th day of September 2001, by and between ABBINGTON OF POWELL PARTNERS SUBDIVIDER, as evidenced by the ABBINGTON OF POWELL SUBDIVISION (Plat filed with the Delaware County Recorder, Delaware County, Ohio) and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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 (\$32,625.00) 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 mall 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 \$1,566.00 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:

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

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 re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

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

Golf Village Section 1, Phase A, Part II

This agreement executed on this 24th day of September 2001, by and between TRIANGLE REAL ESTATE., SUBDIVIDER, as evidenced by the Golf Village Section 1, Phase Part II Sanitary Sewer Improvements (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 (\$51,972.04) 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.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

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 \$3,600.00, 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 re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

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 01-1095

**IN THE MATTER OF DELAWARE COUNTY WATER RECLAMATION DEPARTMENT
ESTABLISHING A SELECTION COMMITTEE FOR THE SELECTION OF A CONSULTANT TO
ASSIST THE COUNTY IN DEVELOPMENT OF A WASTEWATER RESIDUALS MASTER PLAN:**

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

WHEREAS, pursuant to the terms of the Solicitation Of Qualifications for consultants to assist the County in the aforementioned endeavor, the Board of Commissioners must approve a Selection Committee;

WE THE DELAWARE COUNTY BOARD OF COMMISSIONERS DO HEREBY APPROVE AND ESTABLISH THAT THE SELECTION COMMITTEE SHALL BE COMPRISED OF THE COUNTY ADMINISTRATOR, THE COUNTY ENVIRONMENTAL SERVICES DIRECTOR AND THE OPERATIONS SUPERVISOR.

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

RESOLUTION NO. 01 -1096

**IN THE MATTER OF RE-APPOINTING SHARON LLOYD AND JOHN LEWIS AS THE
DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE
DELAWARE COUNTY TRANSIT BOARD:**

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

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

Whereas, the Board of Commissioners of Delaware County shall re-appoint individuals to the Delaware County Transit Board for a three year term beginning October 25, 2001, and ending October 24, 2004,

Therefore, be it resolved that the Board of Commissioners, County of Delaware, State of Ohio, re-appoint Sharon Lloyd and John Lewis to the Delaware County District Transit Board.

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

RESOLUTION NO. 01 -1097

**IN THE MATTER OF ACCEPTING THE BID AND AWARDING CONTRACT TO JO-HAR
LAWNSCAPE D.B.A. GIBSON FLST., INC. FOR SNOW REMOVAL FOR DELAWARE COUNTY:**

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

WHEREAS, Delaware County received bids for snow removal for Delaware County on September 10, 2001. And;

WHEREAS, after carefully reviewing the bid received, the bid submitted by Jo-Har Lawnscape d.b.a. Gibson Flst., Inc. has been determined to be the lowest and best bid for snow removal;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio,

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

approve and accept the bid submitted by Jo-Har Lawnscape d.b.a. Gibson Flst., Inc. and award contract for snow removal for Delaware County.

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

RESOLUTION 01-1098

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR UNIFORM RENTAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids on September 10, 2001. And;

WHEREAS, Delaware County reserves the right to reject all bids, in whole or in part.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, reject all bids received for uniform rental service for Delaware County.

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

RESOLUTION NO. 01-1099

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR UNIFORM RENTAL:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for
12:00PM on Friday October 26, 2001.

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

RESOLUTION 01-1100

IN THE MATTER OF APPROVING CONTRACTS WITH CHEMCOTE ROOFING COMPANY (ROOFING) AND SUPERIOR ELECTRIC COMPANY (INTERIOR ELECTRIC) FOR THE NEW SERVICES BUILDING:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**Chemcote Roofing Company
7599 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 (including Addendum 1R dated 6/15/01) and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents (including Addendum 1R dated 6/15/01) for:

**Bid Package Thirteen – ROOFING
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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

Contract, subject to additions and deletions as provided in the Bid Documents (including Addendum 1R dated 6/15/01), the amount of Three Hundred Thirty-four Thousand, Nine Hundred Eighty dollars (\$334,980), based upon the Bid Form, dated June 5, 2001 submitted by the Contractor.

\$334,980.21 Base Bid
no alternates awarded
Total Contract Amount \$334,980.21

- 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 (including Addendum 1R dated 6/15/01).

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before	
Completion of Flat Roof	8/28/2001
Completion of Metal Roof	9/15/2001
Completion of Exterior Roof Framing to receive metal roof	9/26/2001
Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents (including Addendum 1R dated 6/15/01).

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents (including Addendum 1R dated 6/15/01).
- 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 (including Addendum 1R dated 6/15/01).
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents (including Addendum 1R dated 6/15/01) shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

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

ARTICLE 6

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

ARTICLE 7

- 7.1 The Contractor's responsibility for consequential damages shall be capped to an aggregate amount not to exceed the Contract value.

CONTRACT

This Contract made by and between:

**Superior Electric Company
1025 Dublin Road
Columbus, OH 43215**

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

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

ARTICLE 1

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

**Bid Package Twenty- nine – Interior Electric
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, Four Hundred Ninety-nine Thousand dollars (\$499,000), based upon the Bid Form, dated July 24, 2001 submitted by the Contractor.

**499,000 Base Bid
no alternates accepted
Total Contract Amount \$ 499,000**

- 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 Documents.

ARTICLE 3

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

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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001**

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

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

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

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

ARTICLE 5

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

ARTICLE 6

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

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

RESOLUTION NO. 01-1101

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2001

IN THE MATTER OF AMENDING CONTRACT WITH VERIZON WIRELESS AND DELAWARE COUNTY:

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

VERIZON WIRELESS SERVICE

This agreement, effective September 24, 2001, by and between Verizon Wireless and Delaware County is for the provision of wireless phone service for Judge Krueger.

TERM: Two year agreement.

HARDWARE: Star TAC phone at the one time cost of \$129.99 (on first month's bill).

RATE: \$35.00 monthly access charge plus chargeable time for use and taxes.

Complete contract is available in the Commissioners' office.

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