

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 8, 2002

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

Present: Donald Wuertz, Deborah Martin, James D. Ward

8:00 AM Session with Duncan Whitney, Delaware County Prosecutor  
1:30 PM Joint Viewing With Union County Commissioners For Consideration Of A  
Ditch Petition Filed By Donald Wilson- 8350 Mills Road

RESOLUTION NO. 02-870

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

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 8:45AM.

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

RESOLUTION NO. 02-871

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 8:50AM.

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

PUBLIC COMMENT – Mr. Wuertz explained a tribute to the Village of Ostrander will be delivered to them for their sesquicentennial celebration.

RESOLUTION NO. 02-872

IN THE MATTER OF SUPPORTING THE PRESIDENT OF THE UNITED STATES ON HIS POSITION OF LEAVING THE WORDS “UNDER GOD” IN THE PLEDGE OF ALLEGIANCE:

It was moved by Mr. Ward, seconded by Mrs. Martin to support The President Of The United States on his position of leaving the words “Under God” in the Pledge Of Allegiance.

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

RESOLUTION NO. 02-873

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR072A; CMAPR072B; CMAPR075:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR072A; CMAPR072B; CMAPR075 and Purchase Orders and Vouchers as listed below:

PO’s

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Kirk Williams Co.	Replacement Bldg/Hayes Bldg.	40411412-541041002	\$ 35,528.06
Al-Eva's Learning Center	Purchased Services	22411601-534834835	\$ 15,000.00
Stratford Ecological Center	Summer Youth Program	22411603-534834816	\$ 8,650.00
Ergon	Summer Youth Program	22411603-534834816	\$ 9,240.00
Air Experts	Hayes -Inteior HVAC	40411410-541041003	\$ 48,500.00
Air Experts	Hayes –HVAC	40411410-541041003	\$ 45,000.00

INCREASES

DATA	Prof. Serv./Transportation	22411601-535535501	\$ 10,000.00
Ameritemps, Inc.	Increase	10011108-530130105	\$ 10,000.00
Greenscape	Replacement	40411412-541041002	\$ 87,757.44

VOUCHERS

Boy's Village, Inc.	Residential Treatment	22511607-534234215	\$ 9,548.00
Office City	Furniture/Hayes Bldg	40411412-545054015	\$ 26,693.52
AEP	Electric/Hayes Bldg	10011105-533833802	\$ 13,325.13
Schooley Caldwell	Final Payment/Carnegie Library	40411410-541041003	\$ 96,097.10
Ameritemps, Inc.		10011108-530130105	\$ 6,174.00
Todays Learning Child	Child Care	22411606-5348	\$ 8,931.45
Kindercare Neverland	Child Care	22411606-5348	\$ 21,481.00

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Condaire Inc.	Chiller Replacement/Jail	40111402-541041003	\$	23,400.00		
OH Dept of Development	APC Remittance	23111709-536536540	\$	8,980.01		
Burgess & Niple LTD	Prof Serv Rendered	65111904-5410	\$	34,568.24		
Delaware County Treasure	Real Estate Tax	10011102-538038040	\$	6,242.00		
Air Experts	HVAC	40411412-541041002	\$	9,029.34		
Air Experts	HVAC	40411412-541041002	\$	12,777.88		
Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye

RESOLUTION NO. 02 -874

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Intensive Supervision Officers Erin Kline and Mark Taglione attend an American Probation and Parole Training Session in Denver, Colorado August 25-28, 2002, at the cost of \$2,244.00.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 02-875

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM  
AGENT FOR THE PETITIONER, HARRISON W. SMITH, JR. REQUESTING ANNEXATION OF  
137.00 ACRE OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mrs. Martin, seconded by Mr. Ward to acknowledge that on June 28, 2002, the Clerk to the Board of Commissioners received an annexation petition request to annex 137.00 acre from Liberty Township to the City of Powell.

Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Aye
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RESOLUTION NO. 02-876

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 0.955 ACRES OF LAND IN  
LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

Whereas on June 11, 2002, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Richard C. Brahm, agent for the petitioners, of 0.955 (1) Acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.23-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 0.955 Acres, more or less, in Liberty Township to the City of Powell.

Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye
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RESOLUTION NO. 02-877

IN THE MATTER OF APPROVING THE AGREEMENTS BETWEEN THE CLERK OF COURTS  
AND MANATRON FOR THE LICENSED SOFTWARE, HARDWARE AND SERVICES TO BE  
PROVIDED FOR THE CLERK OF COURTS OFFICE:

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

1. Master Agreement for Licensed Software, Hardware and Services
2. Schedules Agreement for Licensed Software, Hardware and Services

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(Available in the Commissioners Office for the duration of the Contract.)

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

RESOLUTION NO. 02-878

IN THE MATTER OF APPROVING PLATS FOR WILGUS SUBDIVISION; GILBERT  
SUBDIVISION AND GOLF VILLAGE SECTION 1, PHASE A AND DITCH MAINTENANCE  
PETITION FOR SCIOTO RESERVE GOLF COURSE:

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

Wilgus Subdivision

Situated In The Township Of Radnor, County Of Delaware, State Of Ohio, Being Part Of Farm Lot 15, Section 4, Township 5, Range 20, United States Military Lands, Being A Subdivision Of 2.000 Acres From An Original 62.71 Acres Conveyed To Francis L. Wilgus And Mary Lou Wilgus By Deed Book 587, Page 394. All References Are To The Delaware County Recorder’s Office. Cost \$3.00.

Gilbert Subdivision

Situated In The Township Of Berkshire, County Of Delaware, State Of Ohio, Located In Farm Lot 2, Section 3, Township 4, Range 17, United States Military Lands, Being A Division Of Lot 322 (Originally 3.784 Acres) Of Berkshire Meadows Subdivision #3 As Recorded In Plat Book 20, Page 35, Said Lot Conveyed To Joel K. Gilbert And Sheree L. Gilbert By Deed Book 102, Page 479 On Record At The Delaware County Recorder’s Office, Delaware County, Ohio. Cost \$6.00.

Golf Village Section 1, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lot 2, Section 3, Township 3 North, Range 19 West United States Military District, And Being 27.476 Acres In All, Including 3.613 Acres Of Right-Of-Way, And Containing 18.040 Acres, Out Of The 38.356 Acre Tract Conveyed To Seldom Seen Road Associated, LLC By Deed Of Record In D.V. 196, Page 439, And All Of The 9.436 Acre Tract Conveyed To Triangle Properties, Inc. By Deed Of Record In O.R. 112, Page 2567, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$90.00.

Ditch Maintenance Petition- Scioto Reserve Golf Course

We the undersigned owners of 263.49 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Golf Course** 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. The provisions setforth on Exhibit “C”, regarding notice to property owner of required work to be done, are incorporated herein by reference.

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 **Scioto Reserve Golf Course** Subdivision.

The cost of the drainage improvements is \$ 0.00 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. Zero (0) 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, \$ 0.00 per lot. An annual maintenance fee equal to 2% of this basis \$ 0.00 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 \$ 0.00 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              Aye              Mr. Ward              Aye

RESOLUTION NO. 02-879

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**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR WILSHIRE SECTION 6, PHASE 1 AND WILSHIRE SECTION 6, PHASE 2:**

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

**Wilshire Section 6, Phase 1**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of July 2002, between **CENTEX HOMES** as evidenced by the **WILSHIRE SECTION 6, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 4/22/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-EIGHT THOUSAND SIX HUNDRED NINETY 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.

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**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.

**Wilshire Section 6, Phase 2**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of July 2002, between **CENTEX HOMES** as evidenced by the **WILSHIRE SECTION 6, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 4/22/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-NINE THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original 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.

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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**.

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CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 02-880

IN THE MATTER OF ACCEPTING ROADS IN PARK AT GREIF BROTHERS:

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

- **Greif Parkway**, to be known as **Township Road Number 1257**
- **Cornerstone Drive**, to be known as **Township Road Number 1258**

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

RESOLUTION NO. 02-881

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR PARK AT GREIF BROTHERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to establish the following stop conditions:

Stop Conditions -Park at Greif Brothers

- On Township Road Number 1257, Greif Parkway, at its intersection with U.S. Route 23
- On Township Road Number 1258, Cornerstone Drive, at its intersection with Township Road Number 1257, Greif Parkway

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

RESOLUTION NO. 02-882

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR GOLF VILLAGE SECTION 1-PHASE A:

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

Golf Village Section 1, Phase A

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be \$200,000 and a Bond in that amount is attached to cover the bonding of this project.

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

RESOLUTION NO. 02 -883

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF ONE POLARIS COMPANY LLC THE DEVELOPER OF CANDELITE LANE:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve taking action against the bond of One Polaris Company LLC the developer for Candelite Lane.

Candelite Lane

In August, 2001, your Board entered into an Agreement with One Polaris Company LLC, the developer for the above referenced project. In January, 2002, the Engineer’s Office sent the developer a letter via certified mail outlining the remaining items needed to complete the project. The Office received no response to that letter. In May, 2002, another certified letter was sent advising them that the work needed to be completed by June 28, 2002 to avoid action against the project’s bond. Again, the Office has received no response to the request. The Engineer is, therefore, requesting your Board’s approval to take action against the bond for this project in order to have the work completed.

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

RESOLUTION NO. 02- 884

IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS CONCURRING WITH THE VILLAGE OF OSTRANDER ON THE SELECTION OF BADGER EXCAVATING & LEASING, INC. FOR STORM DRAINAGE IMPROVEMENTS ASSOCIATED WITH OSTRANDER’S APPROVED FY 2001 CDBG FORMULA GRANT PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to concur with the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount of \$58,000 has been provided to Delaware County through the FY01 CDBG Formula Program, and funding in the amount of \$66,000 has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received on April 8, 2002; and

WHEREAS, after the Village of Ostrander reviewed the bids received, and the bid submitted by Badger Excavating & Leasing, Inc. has been determined to be the lowest and best bid.

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 Delaware County Board of Commissioners concurs with Village of Ostrander in awarding the bid to Badger Excavating & Leasing, Inc., to construct the storm drainage improvements as approved in the FY01 CDBG Formula Grant Program for Delaware County in an amount not to exceed \$98,367.04. This amount may be exceeded by no more than 10%, subject to review and approval of any Project change orders.

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

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

RESOLUTION NO. 02-885

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY DIRECTOR TO ENTER INTO A MEMORANDUM OF

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UNDERSTANDING WITH THE DELAWARE CHAPTER OF THE AMERICAN RED CROSS:

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

WHEREAS, the Delaware County Emergency Management Agency and the Delaware Chapter of the American Red Cross work closely together before, during and after local disasters, and

WHEREAS, the Delaware County Emergency Management Agency and the Delaware Chapter of the American Red Cross wish to foster a spirit of cooperation and understanding, and

WHEREAS, the Delaware County government desires to ensure the protection of life, property, public health and welfare, and the maintenance and repair of public property and this agreement will help support existing agreements authorized by 36 U.S.C. and Ohio Revised Code 5502.21-51;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County authorize the Delaware County Emergency Management Agency Director to enter into a Memorandum of Understanding with the Delaware Chapter of the American Red Cross in consideration of the mutual advantages to each, it is hereby agreed that:

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY  
AND  
THE DELAWARE CHAPTER OF THE AMERICAN RED CROSS

PURPOSE

The purpose of the Memorandum of Understanding is to affirm a spirit of cooperation between the Delaware County Emergency Management Agency (EMA) and the Delaware County Chapter of the American Red Cross in order that both may continue to render timely and effective service during a disaster.

Furthermore, this Memorandum of Understanding provides a mechanism for the Delaware County Emergency Management Agency and the Delaware County Chapter of the American Red Cross to explore wider areas of cooperation in serving members of our community, and to exchange information in a variety of methods and disciplines.

NOTE: This Memorandum of Understanding is consistent with the national Statement of Understanding between the American National Red Cross and the State of Ohio.

DEFINITION OF DISASTER

A disaster is an occurrence such as a tornado, winter storm, flood, high water, wind-driven water, earthquake, drought, blizzard, pestilence, famine, fire, explosion, building collapse, hazardous material spill, transportation accident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

CONCEPT OF OPERATIONS

Each party to this Memorandum of Understanding is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities. This agreement is intended to support, not supplant existing agreements, including the Delaware County and the State of Ohio Emergency Management Operations Plan.

AUTHORITY OF THE AMERICAN RED CROSS

In providing disaster relief, the American Red Cross and its local chapter has both a legal and moral mandate that it has neither the authority nor the right to surrender. The Red Cross has both the power and the duty to act in disaster, and prompt action is clearly expected and supported by the public

The Red Cross authority to perform disaster services was formalized when the Congress of the United States chartered the organization in 1905. Among other provisions, this charter charged the Red Cross

“... to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same.”

-U.S. Congress, act of January 5, 1905, as amended, 36 U.S.C.

The authority of the American Red Cross to provide disaster services was reaffirmed by federal law in



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the 1974 Disaster Relief Act (Public Law 93-288) and in 1988 in the Robert T Stafford Disaster Relief and Emergency Assistance Act.

**ORGANIZATION OF THE AMERICAN RED CROSS**

The national headquarters is responsible for implementing policies and regulations that govern American Red Cross activities, and for giving administrative and technical supervision and guidance to the chartered units.

The Delaware Chapter consists of Delaware County, and is the local unit of the American Red Cross, responsible for all local American Red Cross activities within its jurisdiction, subject to corporate regulations.

The Chapter may also formulate cooperative plans and procedures with private and voluntary organizations for carrying on relief operations should a disaster occur. Through its nationwide organization the American Red Cross coordinates its total resources for use in large disasters. Services will be provided to those in need regardless of citizenship, race, religion, age, sex, or political affiliation.

**AUTHORITY OF DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY**

The Delaware County Emergency Management Agency operates under Federal authority: Federal Defense Act of 1950 as amended, and the Disaster Relief Act of 1974 (P.L. 93 – 288) as amended, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93 – 288, as amended by P.L. 100-707). Authority within Ohio is contained in the Revised Code, Chapter 5502.21-51 This authority spells out the responsibility for coordination of local disaster activities as well as the coordinating responsibility to carry out the activities below under SCOPE of ACTIVITIES.

**SCOPE OF ACTIVITIES**

**DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY**

Government responsibilities in disaster remain the same as in normal times – protection of life, property, public health and welfare, and the maintenance and repair of public property. Disaster increases, but in general, does not change the responsibility of government.

The Delaware County Emergency Management Agency coordinates activities in disaster situations and disaster preparedness with those of state and local governments, other cities and localities, the American Red Cross, and private agencies. Each government entity will have financial and administrative responsibility for its activities in disasters. Among the activities will be police protection, maintaining law and order in the disaster area, warning, rescue and evacuation, safeguarding public health and sanitation, including water supply, the control of communicable diseases, the usual community welfare services for dependant persons, and such assistance in the restoration of the community as is consistent with laws and regulations of the State of Ohio and the county affected.

Additional items may include removal of debris, reopening public buildings and restoration of public transportation and communications facilities.

Coordination with the Delaware County Chapter of the American Red Cross will include immediate notification when families or individuals have suffered disaster losses due to natural or man-made disasters. Notification will also be immediate when mass residential evacuation is planned or appears imminent.

Further, the Delaware County Emergency Management Agency will coordinate and carry out such preparedness measures as necessary to meet its responsibilities, including a disaster management system embodying all aspects of pre-disaster preparedness, disaster operations and post-disaster response.

**METHODS OF COOPERATION**

So that the resources of the Delaware County Chapter of the American Red Cross and the Delaware County Emergency Management Agency may be coordinated and used to the fullest advantage in rendering disaster relief, both organizations have agreed to the following:

1. Close cooperation will continue between the Delaware County Chapter of the American Red Cross and the Delaware County Emergency Management Agency. Each organization will share current information regarding preparedness activities, including: hazards, key legislation and changes in internal policies and procedures.
2. Each organization will explore joint training courses, exercises, and other cooperative efforts, such as disaster planning and preparedness training.
3. The organizations agree that any mutual expenses incurred as a result of collaboration under

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this Memorandum of Understanding will be apportioned as agreed to in writing by both parties prior to incurring such expenses.

4. Each party to this agreement will include a representative of the other in its external committees and task forces formed to mitigate, prepare for, respond to and recover from the disasters or other emergencies that occur in Delaware County.
5. The Delaware County Emergency Management Agency and the Delaware County Chapter of the American Red Cross will work together to help mitigate disaster damage and loss of life.
6. The Delaware County Chapter of the American Red Cross and the Delaware County Emergency Management Agency will make available training, educational, or other developmental opportunities for the other organization's personnel.
7. The Delaware County Emergency Management Agency and the Delaware County Chapter of the American Red Cross may allow the other to utilize each others facilities, if agreed upon in writing, for the purpose of preparedness, training, meetings, and response and recovery activities, as available.
8. The Delaware County Emergency Management Agency and the Delaware County Chapter of the American Red Cross agree to keep each other informed of disaster and emergency situations, the human needs created by the event, and the actions they have taken regarding service delivery to clients. This requires providing 24-hour contact information.
9. The Delaware County Chapter of the American Red Cross and the Delaware County Emergency Management Agency should exchange a complete summary of damage assessment, including information about the size and scope of the disaster and description of damaged residences.
10. During disasters, the American Red Cross, or the local chapter, will operate appropriate shelter facilities and arrange for mass feeding and other appropriate support. In doing so, the American Red Cross will pay related costs only when such activities are under the administrative control of and authorized by the American Red Cross, or the local chapter, or when prior written agreements have been made between Red Cross and another organization to provide emergency services on behalf of the Red Cross.
11. The American Red Cross and/or its local chapter will coordinate the services of volunteer groups that fall within their responsibility during and after a major disaster with the consent of those groups.
12. The Delaware County Chapter of the American Red Cross agrees that, in an emergency, at the request of the Delaware County Emergency Management Agency, the American Red Cross liaison personnel will be provided at the Emergency Operations Center. The Delaware County Emergency Management Agency, in return, agrees to provide space and other required support for the Delaware County Chapter of the American Red Cross liaison personnel assigned to the Emergency Operations Center.
13. The Delaware County Emergency Management recognizes that the American Red Cross Public Affairs officer and the Delaware County Emergency Management Agency Public Information Officer will make every effort through a Joint Information Center to keep the public informed.
14. The Delaware County Emergency Management Agency recognizes that the American Red Cross is dependent upon voluntary public financial support to carry out its programs and services.
15. The Delaware County Chapter of the American Red Cross will coordinate its disaster planning, mitigation, preparedness and education with the Delaware County Emergency Management Agency's emergency operations plan.
16. Delaware County Chapter is responsible for American Red Cross disaster planning with the local Emergency Management Agency.
17. The Delaware County Chapter will use local studies to determine hazards and will utilize that information to prepare the local chapter to identify the personnel, equipment, supplies, transportation, emergency communications, and facilities that the American Red Cross will need for disaster relief.
18. Delaware County Emergency Management Agency will include the Delaware County Chapter of the American Red Cross during the development and revisions of the county emergency operations plan.

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19. In the discharge of their responsibilities, the Delaware County Emergency Management Agency and the Delaware County Chapter of the American Red Cross recognize the responsibilities of the other party in disasters and to the extent possible will coordinate their activities and assist the other in the performance of their duties to ensure effective assistance to those affected by disaster.

PERIODIC REVIEW

The Delaware County Chapter of the American Red Cross and Delaware County Emergency Management Agency representatives will meet periodically after implementation of the Memorandum of Understanding to review, revise and develop new plans as appropriate.

TERM OF AGREEMENT

Acceptance of this agreement is evidence of both parties intent to comply with Title VI and VII of the Civil Rights Act which prohibits discrimination because of race, color, religion, sex, national origin, handicap, ancestry, or age in any facet of operation except where said discrimination is a bona fide, documented business necessity.

This agreement shall become effective upon the signature of both parties. This agreement will remain in effect for two years from the date signed by both parties. The parties shall meet prior to the end of two years to review the progress and success of this Memorandum of Understanding and determine whether it shall be extended for an additional two years. Either party may terminate this agreement by providing the other party with a 30-day advance notice.

This Memorandum of Understanding does not create a partnership or a joint venture, and neither party has the authority to bind the other.

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

RESOLUTION NO. 02-886

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Charles Kiefer has resigned his position as Mechanic with the Facilities Department; effective date July 12, 2002.

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

RESOLUTION NO. 02-887

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE RECYCLE OHIO GRANT:

It was moved by Mrs. Martin, seconded by Mr. Ward, to approve the Second Quarter 2002 Report for the Recycle Ohio Grant.

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

RESOLUTION NO. 02-888

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10031302 – 530	General Fund/Prisoner Transport - Srvs & Chrgs	\$ 20,586.70

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

RESOLUTION NO. 02-889

IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT BETWEEN CODY-ZEIGLER, INC. AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS INVOLVING THE ADDITION AND RENOVATION OF THE FORMER CARNEGIE LIBRARY BUILDING:

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It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following settlement agreement with Cody-Zeigler, Inc.

**SETTLEMENT AGREEMENT**

This agreement is made 8<sup>th</sup> day of July, 2002 between Cody-Zeigler, Inc., (Cody-Ziegler") 6500 Taylor Road, S.W., Summit Station, Ohio 43073-0200 and the County of Delaware ("Delaware"), 101 North Sandusky Street, Delaware, Ohio 43015.

**RECITALS**

A. Disputes have arisen between Cody-Zeigler, Inc. and the County of Delaware involving the Addition and Renovation to the Former Carnegie Library Building, Delaware 911 Center, SCA No. 98707 (the "Project").

B. Cody-Zeigler and Delaware desire to wholly adjust, compromise and settle all claims liabilities, damages, actions and causes of action existing between and among them.

Now therefore, in consideration of good and valuable consideration paid and the mutual promises contained herein, each agree as follows:

1. In addition to amounts previously paid by Delaware to Cody-Zeigler in respect of matters arising under or otherwise relating to the contract following the execution of this agreement, Delaware shall pay to Cody-Zeigler the additional sum of Three Hundred Seventy-Two Thousand Five Hundred Dollars (\$372,500.00).
2. In connection with the Settlement of this lawsuit, Delaware shall direct, in writing the Project Architect, Schooley Caldwell Associates, Columbus, Ohio prepare and recommend a time extension and to execute a time extension to the contract for the period of time Cody-Zeigler was on the Project. This time extension shall be provided by Schooley Caldwell.
3. The County will provide Cody-Zeigler one clean set of drawings for the purpose of preparation of as-builts. Cody-Zeigler shall provide as-built drawings which will reflect the contact changes only by a series of notes prepared by Cody-Zeigler which will be attached to the drawings.
4. The County recognizes only the following punch list items need to be completed by Code-Zeigler:
  - a. Hanging of one door north of reception desk.
  - b. Installation of hardware for emergency doors from 911 Center.
  - c. Completion of stairwell C, including tile and sluister strip.

Cody-Zeigler will perform this work with in thirty days. The County acknowledges that, with the exception of these three items, all work by Cody-Zeigler has been completed. The County will withhold the \$ 16,000.00 from the remaining monies until these three items are accepted.

Cody-Zeigler recognizes its remaining warranty obligations under the contract. For purposes of the warranties, substantial completion is established as June 1, 2001.

6. Cody-Zeigler, Inc. for itself and on behalf of its directors, shareholders, officers, agents, servant, employee, attorneys, insures, bonding companies, representatives, subsidiaries, parent company, affiliates, predecessors, successors, assigns and each of them (collectively referred to as "Cody-Zeigler") hereby agrees to and does hereby release and forever discharge the County of Delaware, together with its officers, agents, employees and each of them (collectively "Delaware"), from any and all actions, causes of action, claims, damages, cost, expense and demands of whatever kind and nature that Cody-Zeigler had, now has, or hereafter may have, known and unknown, foreseen and unforeseen, related to or arising out of the contract, the Project and the lawsuit pending in Delaware County, Case No. 00CV-H-06-230.

7. The County of Delaware for itself and on behalf of its officers, agents, employees, attorneys does hereby release and forever discharge Cody-Zeigler form any and all claims (including delay claims), actions, cause of action, damages, costs, expenses and demands of whatever kind and nature Delaware had, now has, or hereafter may have, known and unknown, foreseen and unforeseen, related to or arising out of the Project and the lawsuit in Delaware County and Court directed arbitration.

8. This Agreement and the Payment of monetary consideration effect the settlement of claims which are denied and contested. Nothing contained in this Agreement, nor the payment of any sum provided for herein, shall be construed as an admission by any party hereto of any wrongdoing, violations of law or contract, or liability to any person or entity. Cody-Zeigler acknowledges that the monies identified in paragraph 1 are the only additional monies that it will ever be paid, for any reason, from Delaware arising out of or related to the Project and the pending lawsuit in Delaware County, Ohio. Code-Zeigler further acknowledges that it will pay in full all of its

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subcontractor and materialmen related to the Project, and will indemnify Delaware regarding any claims made by Cody-Zeigler’s subcontractors, agents, suppliers and materialmen involved in the Project.

9. This Agreement constitutes the entire agreement of Cody-Zeigler and Delaware with respect to the matters referred and replaces and supersedes any other representations or agreements between any of the parties. This Agreement shall not be modified, altered or amended unless such subsequent agreement is in writing and signed by all parties hereto. Executed copies shall be deemed original for all purposes. This Agreement may be executed in counterpart and fax signatures shall be deemed originals for all purposes.

10. In making this Agreement the parties rely wholly upon their independent judgment, belief and knowledge as to the nature, extent and effect of any damages and that the Agreement is contractual in nature, is deemed to have been drafted by both Parties, and is made without reliance upon any statement or represented by independent counsel of choice and have had a full and fair opportunity to consult with counsel regarding this document. If the facts with respect to which this Agreement is executed are found to be other than or different from the facts in that regard now believed to be true, the Parties expressly accept and assume the risk of such possible differences notwithstanding such difference. The waiver of any provision, under any circumstances, shall not constitute a general waiver of any rights.

11. This Agreement shall be governed by the laws of the State of Ohio. It shall be binding on the Parties, and their assigns. The Parties warrant that the individuals signing this Agreement are authorized representatives with the power to execute this Agreement and bind all individuals, entities and organizations identified herein. The Parties further warrant that they have not assigned any claim being released in the Agreement to any person or entity who is also not being bound by the terms of this Agreement.

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

There being no further business the meeting adjourned.

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Deborah B. Martin

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners