

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 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 (Absent)

2:00 PM Bid Opening Date And Time For The Annual Preventative Maintenance And Service Contract For The Delaware County Sheriff’s Office Radio Communications

PUBLIC COMMENT

RESOLUTION NO. 02-894

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBER CMAPR0712:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve payment of warrants in batch number CMAPR0712 and Purchase Orders and Vouchers as listed below:

PO's				
	Vendor	Description	Account Number	Amount
	Accent Communications, Inc.	Moving of Phones/Bldg Move	40411412-545045070	\$ 5,199.75
	Gannett Fleming Engineers	Construction Mngmt Serv/Alum Creek Facilities	67111915-5410	\$ 100,000.00
INCREASES				
	AEP	Increase	65011913-5338	\$ 7,000.00
	AEP	Increase	66011913-533833802	\$ 7,000.00
	Today's Learning Child	Child Care	22411606-5348	\$ 13,000.00
	Learning Center of Westerville	Child Care	22411606-5348	\$ 6,000.00
	Dora Bennett	Foster Day Care	22511607-5348	\$ 4,000.00
	Children's World #3	Child Care	22411606-5348	\$ 9,000.00
	Children's World Snouffer	Child Care	22411606-5348	\$ 5,000.00
	Children's World #5 Charring	Child Care	22411606-5348	\$ 7,000.00
VOUCHERS				
	BP Products N. America Inc.	Gas/Del Cty Service Center	10011106-522822802	\$ 9,344.68
	U.S. Filter	Bioxide for Pump Stations	65211905-5290	\$ 14,057.75
	Cody Zeigler	Carnegie Library Renovation	40411410-541041003	\$ 263,697.46

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

RESOLUTION NO. 02 -895

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineering Department is requesting that Doug Riedel attend an Ohio Bridge Conference in Columbus, Ohio August 13 & 14, 2002, at the cost of \$98.00.

The Environmental Services Department is requesting that James A. Carey attend a Southeast Section Lab Analyst Committee in Cambridge, Ohio November 8, 2002, at the cost of \$10.00. (Required Training).

The Environmental Services Department is requesting that Rick Varner attend a Water Environment Federation Annual Conference and Exhibition in Chicago, Illinois September 29- October 2, 2002, at the cost of \$1,352.50.

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

RESOLUTION NO. 02-896

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN GENOA FARMS PHASE 2:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Genoa Farms, Phase 2 1,499 feet of 8 inch sewer 7 manholes

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

RESOLUTION NO. 02-897

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

IN THE MATTER OF APPROVING CHANGE ORDER WITH FORT DEFIANCE CONSTRUCTION  
AND SUPPLY FOR AFRICA ROAD IMPROVEMENTS:

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

Africa Road Improvements

-Fort Defiance Construction and Supply – Change Order #5– S99-3

Bid Proposal	\$	6,524,400.20
Previous Change Orders	\$	274,337.36
Increase CO # 5	\$	185,168.97
Total Contract to Date	\$	6,983,906.53

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

RESOLUTION NO. 02-898

IN THE MATTER OF APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE  
DELAWARE COUNTY COMMISSIONERS AND GANNETT FLEMING ENGINEERS AND  
ARCHITECTS FOR THE ALUM CREEK WATER RECLAMATION FACILITY:

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

AMENDMENT NO.2  
TO  
AGREEMENT BETWEEN  
OWNER AND CONSTRUCTION MANAGER

Amendment No.2 to Agreement, dated the 14<sup>th</sup> day of December in the year Nineteen Hundred Ninety-eight,  
between the Owner:

Delaware County, Board of Commissioners  
101 North Sandusky  
Delaware, Ohio 43015

And the Construction Manager:

Gannett Fleming Engineers and Architects, P.C.  
207 Senate Avenue  
Camp Hill, PA 17011

For the Following Project:

Alum Creek Water Reclamation Facility  
Pump Station, Maintenance Facility, Influent Pipeline and Effluent Pipeline

Whereas, the duration of the construction of the various facilities under the Agreement has been extended, and

Whereas, the scope of the project contemplated under the Agreement has been modified,

The Parties hereto agree to amend the Agreement as follows:

Article 3-Modify the Construction Management services to be provided after March 22, 2002 to be limited to:

A. Construction Contract for Africa Road Improvements (Contract S99-3):

No further services to be provided for work associated with this contract.

B. All other Construction Contracts for the project;

- Familiarize Owner Staff with remaining punch list items.
- Resolve change order issues outstanding as of March 22, 2002.
- Conduct a final inspection when advised by Owner that all work is complete.
- Prepare and process final paperwork.

Article 4-The Construction Manager shall provide additional services as provided in Article 4.1.11 for Contract S99-3 (Africa Road Improvements) until March 22, 2002.

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

Article 5.2-The duration of services under the Agreement shall be extended for all contract work until March 22, 2002.

Article 8-Compensation shall be in accordance with Article 8 with an estimated cost of \$100,000. The billings for the amendments shall not exceed \$100,000 without prior approval of the County.

Except as specifically modified herein above, all other terms and conditions set forth in the Agreement shall remain in effect.

The Parties, intending to be legally bound by, do hereby agree to this Amendment No. 2 to the Agreement dated December 14, 1998.

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

RESOLUTION NO. 02-899

IN THE MATTER OF APPROVING PLAT FOR GOLF VILLAGE SECTION 7-PHASE D–PART 1;  
PLAN FOR SAGE CREEK SECTION 3 AND DITCH MAINTENANCE PETITIONS FOR SCIOTO  
RESERVE SECTION 3-PHASE-5; SCIOTO RESERVE SECTION 4-PHASES-5 & 6 AND HARBOR  
POINTE SECTION 3-PHASES A & B:

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

Golf Village Section 7-Phase D–Part 1

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lot 6 And Farm Lot 7 In Section 2, Township 3, Range 19, United States Military Lands, Containing 20.245 Acres Of Land, More Or Less, Said 20.245 Acres Being Out Of That 36.180 Acre Tract Of Land Described In The Deed To Homewood Corporation, Of Record In Official Record 168, Page 0363, Recorder’s Office, Delaware County, Ohio. Cost \$123.00.

Sage Creek Section 3

Street, Storm And Water Line Improvements 2002: Located In Delaware County, Ohio; Township Of Genoa, Farm Lots 5, Section 1, Township 3, Range 17, United States Military Lands, Township Of Berkshire, Farm Lots 24, Section 4, Township 4, Range 17, United States Military Lands. No Cost.

Ditch Maintenance Petition- Scioto Reserve Section 3-Phase-5

We the undersigned owners of 13.34 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Section 3-Phase-5** 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 **Scioto Reserve Section 3-Phase-5** Subdivision.

The cost of the drainage improvements is \$91,084.80 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. Forty-seven (47) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,503.20 per lot. An annual maintenance fee equal to 2% of this basis \$ 32.08 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,507.97 has been paid to Delaware County.

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

Ditch Maintenance Petition-Scioto Reserve Section 4-Phases-5 & 6

We the undersigned owners of 17.40 acres in Concord Township, Delaware County, Ohio propose to create a

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

subdivision known as **Scioto Reserve Section 4-Phases-5 & 6** 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 **Scioto Reserve Section 4-Phases-5 & 6** Subdivision.

The cost of the drainage improvements is \$110,742.40 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. Forty-eight (48) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,307.13 per lot. An annual maintenance fee equal to 2% of this basis \$46.14 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 \$2,214.85 has been paid to Delaware County.

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

**Ditch Maintenance Petition-Harbor Pointe Section 3-Phases A & B**

We the undersigned owners of 27.90 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as **Harbor Pointe Section 3-Phases A & B** 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 **Harbor Pointe Section 3-Phases A & B** Subdivision.

The cost of the drainage improvements is \$76,125.00 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. Forty-nine (49) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,553.57 per lot. An annual maintenance fee equal to 2% of this basis \$ 31.07 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,522.50 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. Ward                      Absent    Mr. Wuertz                      Aye                      Mrs. Martin                      Aye

**RESOLUTION NO. 02-900**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR NORTH ORANGE SECTION 2, PHASE 2:**

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

**North Orange Section 2, Phase 2**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 15<sup>th</sup> day of July 2002, between **PLANNED COMMUNITIES, INC.** as evidenced by the **NORTH ORANGE SECTION 2, PHASE 2** Construction plans filed with the

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002**

---

**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 5/10/02, 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 **SIXTY-ONE THOUSAND NINE 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

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

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

RESOLUTION NO. 02 -901

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

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

Permit #	Applicant	Location	Type of Work
U02104	Sprint	Lane Road	Bury cable
U02105	Del-Co Water	Green Cook Road	Install waterline
U02106	Del-Co Water	Woodtown Road	Install road bore
U02107	Del-Co Water	Green Cook Road	Install bore
U02108	Del-Co Water	Green Cook Road	Install buried waterline
U02109	Del-Co Water	Lewis Road	Install bore

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

RESOLUTION NO. 02 -902

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BONDS FOR SHELLBARK RIDGE PHASE 2; STILLWATER SUBDIVISION AND TANNER ESTATES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve taking action against the bonds

Shellbark Ridge Phase 2

In April, 2001, your Board entered into an agreement with Highland Woods, Ltd., the developer for the above referenced project, for development of this project. In October, 2001, a construction punchlist was sent to the developer advising of the remaining items needed to complete this project to the Engineer’s satisfaction. In June, 2002, another letter was sent to the developer via Certified Mail advising of the items from the original punchlist that still were not complete. The Engineer also advised them at that time that, should these items not be completed by July 12, 2002, he would request approval to take action against their bond. As of this date, the developer has still not completed the necessary work. The Engineer is, therefore, requesting approval to take action against their bond should these items not be addressed by the July 12, 2002 deadline.

Stillwater Subdivision

In September, 1999, this office accepted a cash bond in the amount of \$2,100 for the paving of a Common Access Drive on Liberty Road. In August, 2001, the work had not yet been performed, so the Engineer advised the owner, Mr. Elbert Griffith, by Certified Mail of his need to complete the work to avoid action against his bond. The Engineer received no response to that letter and obtained a different address for Mr. Griffith. In September, 2001, another letter was sent via Certified Mail to the new address, advising Mr. Griffith of the need to complete the work. As of this date, The Engineer has received no response. Therefore, The Engineer is asking for approval to use the bond posted for this work to complete the paving of this CAD.

Tanner Estates

In September, 1999, this office accepted a cash bond in the amount of \$500 for the paving of a Common Access Drive on Cook Road. In August, 2001, the work had not yet been performed, so The Engineer advised the owner, Mr. Robert Tanner, by Certified Mail of his need to complete the work to avoid action against his bond. The Engineer received no response to that letter and obtained a different address for Mr. Tanner. In September, 2001, another letter was sent via Certified Mail to the new address, advising Mr. Tanner of the need to complete the work. As of this date, The Engineer has received no response. Therefore, The Engineer is asking for approval to use the bond posted for this work to complete the paving of this CAD.

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

RESOLUTION NO. 02 -903

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

IN THE MATTER OF APPROVING AN EXTENSION TO THE SUBDIVIDER’S AGREEMENT  
WITH S. ROBERT DAVIS THE DEVELOPER FOR SCIOTO HIGHLANDS PHASE 3:

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

Scioto Highlands Phase 3

In August, 2001, your Board entered into agreement with S. Robert Davis for the development of the above referenced project. Due to delays outlined from their General Counsel, the developer is requesting a one year extension of this Agreement. The Engineer is, therefore, requesting that your Board approve an extension for the development of this project.

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

RESOLUTION NO. 02-904

IN THE MATTER OF APPROVING THE ESTIMATE AND BID SPECS AND SETTING BID  
OPENING DATE AND TIME FOR THE PROJECT KNOWN AS STATE ROUTE 3 INTERSECTION  
RECONSTRUCTION:

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

INVITATION TO BID

Sealed proposals will be received by the Delaware County Commissioners at the office of the **Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. local time on August 5, 2002** for furnishing all labor, materials and equipment necessary to complete the project known as **State Route 3 Intersection Reconstruction** and, at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer’s Office, 50 Channing St. Delaware, Ohio 43015 for a nonrefundable cost of \$50.00. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer’s estimate for the project is \$855,000.

Each bidder is required to furnish with its proposal a **Bid Guaranty and Contract Bond** in accordance with **Section 154.54 of the Ohio Revised Code. Bid Security** furnished in Bond form shall be issued by a Surety Company or corporation licensed in the State of Ohio to provide said surety.

Each **Proposal** must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owners intend and require that this project be completed **no later than November 15, 2002.**

Bidders must comply with the **Prevailing Wage Rates on Public Improvements in Delaware County** as determined by the **Ohio Bureau of Employment Services, Wage and Hour Division.**

The Delaware County Commissioners reserve the right to waive irregularities and to reject any or all bids.

SCOPE OF WORK

This project is located in Genoa Township in Southern Delaware County. The project is 0.33 miles in length and involves widening and major reconstruction of State Route 3 from two (2) lanes to five (5) lanes and the new construction of Mount Royal Avenue and Chandler Court. This project also eliminates the intersection of State Route 3 and Old 3-C highway. Access to Old 3-C is maintained through Mount Royal Avenue. This work will not require the closing of State Route 3 to Traffic. This plan provides provisions to safely maintain traffic on this road and to all properties.

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

RESOLUTION NO. 02-905

IN THE MATTER OF APPROVING EASEMENT PURCHASE AGREEMENTS WITH MARY  
JOHNSON, ROBERT WILLIAMS AND THOMAS AND AUDREY GILMAN FOR THE MILLS  
ROAD PROJECT:

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

Mary B. Johnson

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

---

EASEMENT PURCHASE AGREEMENT  
FOR PUBLIC ROAD RIGHT-OF-WAY  
AND/OR  
TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION

This agreement made at Delaware, Ohio on the last date of acceptance by and between **Mary B. Johnson**, hereinafter called “**SELLER**” and the County of Delaware, State of Ohio, Hereinafter designated the “**BUYER**”, witnesseth:

1. Seller agrees to sell and convey and the buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at Delaware County, Ohio, and more particularly described as follows:

SEE LEGAL DESCRIPTION- available in the Commissioners Office for the duration of the contract.

2. The Seller further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 6714 Calhoun Rd. Ostrander, Delaware County, Ohio and more particularly described in exhibit B (- available in the Commissioners Office for the duration of the contract).

3. The purchase price for both the permanent easements including all damages is **\$400.00** payable at closing.

4. Possession will be at closing.

5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.

6. The Buyer also agrees to the Following additional items of consideration:  
None.

7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached to agreement is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the Sellers he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

**Robert R. Williams**

EASEMENT PURCHASE AGREEMENT  
FOR PUBLIC ROAD RIGHT-OF-WAY  
AND/OR  
TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION

This agreement made at Delaware, Ohio on the last date of acceptance by and between **Robert R. Williams**, hereinafter called “**SELLER**” and the County of Delaware, State of Ohio, Hereinafter designated the “**BUYER**”, witnesseth:

1. Seller agrees to sell and convey and the buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at Delaware County, Ohio, and more particularly described as follows:

SEE LEGAL DESCRIPTION- available in the Commissioners Office for the duration of the contract.

2. The Seller further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 6656 Calhoun Rd. Ostrander, Delaware County, Ohio and more particularly described in exhibit A (- available in the Commissioners Office for the duration of the contract).

3. The purchase price for both the permanent easements including all damages is **\$7,800.00** payable at closing.

4. Possession will be at closing.

5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.

6. The Buyer also agrees to the Following additional items of consideration:



COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

None.

7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached to agreement is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the Sellers he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Thomas C. and Audrey M. Gilman

EASEMENT PURCHASE AGREEMENT  
FOR PUBLIC ROAD RIGHT-OF-WAY  
AND/OR  
TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION

This agreement made at Delaware, Ohio on the last date of acceptance by and between Thomas C. and Audrey M. Gilman hereinafter called “SELLER” and the County of Delaware, State of Ohio, Hereinafter designated the “BUYER”, witnesseth:

1. Seller agrees to sell and convey and the buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at Delaware County, Ohio, and more particularly described as follows:

SEE LEGAL DESCRIPTION- available in the Commissioners Office for the duration of the contract.

2. The Seller further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 6745 Mills Road Ostrander., Delaware County, Ohio and more particularly described in exhibit B (- available in the Commissioners Office for the duration of the contract).

3. The purchase price for both the permanent easements including all damages is **\$26,500.00** payable at closing.

4. Possession will be at closing.

5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.

6. The Buyer also agrees to the Following additional items of consideration:

A. Vacate existing Mills Road, in the area of the barn and shed.

7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached to agreement is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the Sellers he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

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

RESOLUTION NO. 02-906

IN THE MATTER OF ADOPTING A FUEL GAS PIPING PROGRAM FEE SCHEDULE:

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

WHEREAS, the implementation of a fuel gas piping permitting and inspection program is scheduled for August 1, 2002; and

WHEREAS, such program will require County personnel to administer such program; and

WHEREAS, the administration of the program will result in additional expense to the County that is currently not considered in the adopted fee schedules; and

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002**

---

WHEREAS, by virtue of Ohio Revised Code 307.37 and 3781.10, the Delaware County Board of Commissioners have created a building department that is responsible for the regulations pertaining to the erection, construction, repair, alteration and maintenance of all buildings within the unincorporated portion of the County; and

WHEREAS, by virtue of O.R.C. 3781.102, the Board of County Commissioners is authorized and empowered to adopt fees;

NOW THEREFORE, WE THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACKNOWLEDGE THE NEED TO IMPLEMENT A FUEL GAS PIPING PROGRAM AND HEREBY ADOPT THE FOLLOWING FEES

\$50 plus \$10 per gas appliance (primary furnace and primary water heater considered as one appliance for purposes of calculating fees); an additional \$50 fee will be assessed if the fuel gas piping rough inspection is performed separate from the HVAC rough or if an additional trip results due to the fuel gas piping rough inspection

**FUEL GAS PIPING INSPECTION PROCEDURE  
(May 31, 2002)**

When temporary heat is desired, it will be made available through the gas supplier's construction gas program. No code compliance inspection is required.

**Rough Inspection**

All piping to be covered or concealed shall be inspected. This will be a visual inspection to ensure piping and associated components have been installed consistent with manufacturer's installation instructions and the adopted code(s), and will be performed during the HVAC rough inspection. Fuel gas piping and HVAC inspections shall be completed prior to the rough framing inspection.

A gas stop and test port shall be installed inside the structure within approximately three feet (3') of the foundation wall and immediately on both sides of the MP regulator (where applicable) to facilitate pressure testing at final inspection.

No pressure test will be required at this time (unless there will be buried piping, such as an LP gas installation or remote appliance).

LP providers shall leave the trench open and the service line visible until after a pressure test has been witnessed by this department. This pressure test shall include all house piping up to appliance stops as well as the service line between the first and second stage regulators. It is the department's intention to arrive on site at or near the end of the 2.5 hour window needed by LP providers to set the tank, trench and install the piping up to the inlet of the second stage (house) regulator. Inspection requests shall indicate the requested time for this inspection, but should be confirmed with the inspector (between 7:30 & 8 a.m.) the day of the inspection. In the event of the interior piping not being ready for inspection when the tank and buried line are inspected, then an additional trip, inspection, and fee shall be required.

Inspection requests called in prior to 3:30 p.m. will be scheduled for the following day. Cancellations or arrival time inquiries shall be directed to the inspector via their direct telephone number.

**Final Inspection**

The house lines (with appliances isolated) shall be subject to a pressure test witnessed by Code Compliance, with the exception of LP installations, which will require a final connection test only (pressure test completed at rough). The precision test instrument is to be a Kuhlman gauge, or equivalent, furnished by the permit holder or contractor.

Requests for final inspections (natural gas only) shall indicate the requested time; however, confirmation arrangements must be made between 7:30 & 8:00 a.m. on the day of the inspection via the inspector's direct telephone number. Provided the proper scheduling procedure has been followed, HVAC final inspections are encouraged to be requested at the same time. When establishing a time for your inspections, please allow your inspector a one-hour window.

Following a successful test of the house lines, fuel gas will be restored, gas stops opened and appliances energized. A combustible gas detector, furnished by the department, will then be utilized to check all final appliance connections and piping between the house line test port and the gas meter. House line leaks will result in fuel gas being shut off at the house line test port. Appliance leaks will result in the isolation of the affected line. The department will not remain on site while leaks are located and/or repaired. Therefore, pre-testing by the permit holder is essential.

Appliances on site at time of final inspection, and all piping and /or fittings for future appliances will be carefully

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

documented.

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

RESOLUTION NO. 02-907

IN THE MATTER OF APPROVING CONSTRUCTION CHANGE ORDER WITH ROBERTSON  
CONSTRUCTION FOR MEDIC 8 –THE SCIOTO EMS STATION:

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

Robertson Construction

Original Contract	\$ 385,000.00
Previous Change Orders	\$ 411.30
This Change Order	\$ 16,166.20
<b>Revised Contract Amount</b>	<b>\$ 401,577.50</b>

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

RESOLUTION NO. 02-908

IN THE MATTER OF APPROVING THE PURCHASE OF NEW AND REPLACEMENT  
COMPUTERS FOR EMERGENCY SERVICES:

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

WHEREAS, Emergency Services has a need to replace two computers systems that have failed and purchase two new computer systems for Medic Station 6 and 9, and;

WHEREAS, these systems are vital for meeting operational and administrative needs, and;

WHEREAS, this purchase has been presented to the Data Board and approved at a cost of \$6,857.00;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the purchase and authorize the funding of this equipment for Emergency Services.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the following supplemental appropriations:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10011303-520	Gen Fund/EMS - Mat & Sup	\$ 4,295.00
21411306-520	911 - Mat & Sup	\$ 1,281.00
21411307-520	EMA - Mat & Sup	\$ 1,281.00

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

RESOLUTION NO. 02-909

IN THE MATTER OF APPROVING AN AGREEMENT WITH GATEWAY COMPUTERS FOR THE  
PURCHASE AND INSTALLATION OF A WIRELESS POINT-TO-POINT NETWORK IN  
DELAWARE COUNTY:

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

WHEREAS, some Delaware County facilities, including 911, Emergency Medical Service, Environmental Service operations, and the County Dog Warden are not connected to the main County government complex, and

WHEREAS, a wireless data system will allow communication between 911 and remote EMS stations through a rip and tear process to improve response times, and it will provide both a practical and economical solution to connecting these remote facilities to the main governmental buildings and has been presented to and approved by the Delaware County Data Board;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve an agreement with Gateway Computers to provide a wireless radio data system and all associated equipment and services to

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

Delaware County at a cost not to exceed \$125,000.00.

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                      Absent    Mr. Wuertz                      Aye                      Mrs. Martin                      Aye

RESOLUTION NO. 02-910

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10026202-520	General Fund/Joint Detention Center - Srvs & Chrgs	\$ 17,844.13

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

RESOLUTION NO. 02-911

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Walter G. Borchers III has accepted the Custodian Position with the Maintenance Department; effective date July 29, 2002.

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

RESOLUTION NO. 02-912

IN THE MATTER OF APPROVING THE REMOVAL OF EQUIPMENT FROM DELAWARE COUNTY RECORDS AND TRANSFERRING EQUIPMENT PURCHASED WITH STATE GRANT FUNDS FROM THE DELAWARE COUNTY COMMISSIONERS TO THE DKMM SOLID WASTE MANAGEMENT DISTRICT:

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

WHEREAS, Grant funds were awarded to Delaware County as the grantee and Delaware Waste Watcher Inc. as the cooperating enterprise; and

WHEREAS, the equipment listed below was purchased with State grant funds; and

WHEREAS, our former non-profit recycler Delaware Recyclers Waste Watchers, Inc scraped this equipment; and

WHEREAS, they reported to the County in year 2000 that the equipment had met its life expectancy and was scraped.

NOW, THEREFORE, BE IT RESOLVED, That (1) The Equipment Listed Below Be Removed From The Records of the Delaware County Commissioners.

Date Manufactured	Equipment Description
1987	Melroe M-610 skid steer loader serial #201704
1980	Ford LN700 20' box truck with tailgate lift serial #N70HVJE0741
1990	Clark 300# forklift serial #C500Y30
1882	CP50 can crusher serial #169
1985	Titan space heater serial #NA
1985	Coast to Coast lawn mower 21" serial #NA
1985	(4) Metal Carts serial #NA
1987	Weed Eater XR-20 serial #NA
1984	(2) Fire Extinguishers serial #NA
1985	Hobbs semi trailer 38' serial #BLS348563
1982	Roll Off Container 20 cubic yard serial #18498
1985	Three Phase Converter 75 hp serial # NA

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2002

NOW, THEREFORE, BE IT RESOLVED, That (2) The Equipment Listed Below Be Transferred From The Delaware County Commissioners To The DKMM Solid Waste Management District; and

BE IT FURTHER RESOLVED, that DKMM will provide UCC Liens on all equipment. The equipment will be used in one of the District’s four Material Recovery Facilities (MRF) locations.

Date	Equipment Description
Manufactured	
1988	National Vertical Baler serial #112184
1984	Detecto Platform Scale serial #847043
1990	AEP Horizontal Baler serial #4540

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

RESOLUTION NO. 02-913

IN THE MATTER OF APPOINTMENT OF COMMISSIONER DEBORAH MARTIN’S ALTERNATE TO THE HEART OF OHIO RESOURCE CONSERVATION AND DEVELOPMENT ORGANIZATION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to appoint Dave Hall As Commissioner Deborah Martin’s Alternate To The Heart Of Ohio Resource Conservation And Development Organization:

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

There being no further business the meeting adjourned.

\_\_\_\_\_  
Deborah B. Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald E. Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners