

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 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

PUBLIC COMMENT

RESOLUTION NO. 02-693

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0523 AND CMAPR0524:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0523 and CMAPR0524 and Purchase Orders and Vouchers as listed below:

PO's	Vendor	Description	Account Number	Amount
	Hope Health	Hope Newsletter	60211902-5315	\$ 5,681.49
	Grady Memorial Hospital	Cluster/Medical Expenses	22511608-534234201	\$ 15,000.00
	Condair, Inc.	Building Remodeling/Jail	40111402-541041003	\$ 26,000.00
	Rhoades Heating & Air Conditioning Inc.	Building Remodeling/Jail	40111402-541041003	\$ 25,660.00
	Office City	Furniture/Clerk of Courts	40111402-545045015	\$ 7,675.36
INCREASE				
	Office City	Additional furniture/Hayes	40411412-545045015	\$ 18,854.96
	Mike Hoague	Public Defender	10011202-5301	\$ 15,000.00
VOUCHERS				
	Buckeye Boys Ranch	Cluster	22511608-534234215	\$ 5,040.00
	Comfort Express	HVAC/Scioto EMS	40211406-541041002	\$ 10,116.09
	Robertson Construction Serv.	General Const/Scioto EMS	40211406-541041002	\$ 67,211.87
	INCA Enterprises	Harlem EMS	40211407-5410	\$ 29,112.29
	Office City	Furniture/Hayes Building	40411412-545054015	\$ 258,261.59

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

RESOLUTION NO. 02 -694

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Pearline Howald and Hugh Dick attend an EMS Insider Symposium in Philadelphia, Pennsylvania July 20-23, 2002, at the cost of \$2,337.00.

The Department of Job and Family Services is requesting that Tracey Merrin attend a TOPS Training Course on Cultures in Worthington, Ohio May 31, 2002, at no cost. (Employment Services).

Juvenile Court is requesting that Erin Givens attend Domestic Violence Training in Delaware, Ohio June 6, 2002, at the cost of \$45.00.

The Department Of Jobs and Family Services is requesting that Mona Reilly and Sharon Lloyd attend a One Stop Training in Mansfield, Ohio June 27, 2002, at the cost of \$20.00. (Required Training).

The Commissioners Office is requesting that Debbie Martin, Don Wuertz, Jim Ward, Dave Cannon, Letha George and Jennifer Walraven attend an Annexation Seminar in Union County on June 14, 2002, at the cost of \$210.00.

The Engineer Department is requesting a revision to the previously approved travel request for Chris Bauserman, Tiffany Brinkmoeller and Scott Pike to attend the Summer CCAO/CEAO Summer Conference in Canton, Ohio June 2-4, 2002, at the new cost of \$1,612.00.

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

RESOLUTION NO. 02-695

IN THE MATTER OF APPROVING LABOR CONTRACT FOR THE SHERIFF'S OFFICE (DISPATCHER'S UNIT):

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

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

(Copy available in the Commissioners Office For the Duration of the Contract)

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

RESOLUTION NO. 02-696

IN THE MATTER OF APPROVING PLAT FOR TARTAN FIELDS PHASE 9:

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

Tartan Fields Phase 9

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Virginia Military Survey Number 3003, And Being 16.360 Acres, Including 3.094 Acres If Right-Of-Way, And Being All Of The 16.360 Acre Tract Conveyed To NJ Homes, LLC By Deed Of Record In O.R. 168 Page 1520-1524, Recorders Of The Recorder’s Office, Delaware County, Ohio. Cost \$123.00.

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

RESOLUTION NO. 02-697

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR HARVEST WIND PHASE 7, SECTION 2, PART 1; GOLF VILLAGE SECTION 7, PHASE 2 AND GOLF VILLAGE SECTION 7, PHASE 3:

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

Harvest Wind Phase 7, Section 2, Part 1

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 28th day of May 2002, between **BOB WEBB BUILDERS** as evidenced by the **HARVEST WIND PHASE 7, SECTION 2, PART 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 4/3/02, 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 **FORTY-ONE THOUSAND ONE 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**

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002**

Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

Golf Village Section 7, Phase 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 28th day of May 2002, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **D&D REAL ESTATE LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Erosion Control and Earthwork called out on the Engineering and Construction Plan entitled "**GOLF VILLAGE SECTION 7, PHASE 2**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to perform said earthwork and temporary seeding as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** shall deposit **TWENTY-ONE THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
4. The **SUBDIVIDER** is to complete all earthwork and seeding to the satisfaction of the **COUNTY**.
5. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

- 7. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 8. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 9. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 10. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Golf Village Section 7, Phase 3

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 28th day of May 2002, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **D&D REAL ESTATE LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Erosion Control and Earthwork called out on the Engineering and Construction Plan entitled “**GOLF VILLAGE SECTION 7, PHASE 3**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1. The **SUBDIVIDER** is to perform said earthwork and temporary seeding as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3. The **SUBDIVIDER** shall deposit **FOUR THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
- 4. The **SUBDIVIDER** is to complete all earthwork and seeding to the satisfaction of the **COUNTY**.
- 5. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 6. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
- 7. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 8. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 9. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 10. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 02-698

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR NORTH ORANGE SECTION 1, PHASE 1, NORTH ORANGE SECTION 2, PHASE 1 AND NORTH ORANGE SECTION 3, PHASE 1:

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

North Orange Section 1, Phase 1

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

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

\$137,200 for the duration of the one year maintenance period. A Letter of Credit in that amount is in place.

North Orange Section 2, Phase 1

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

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$8,300** for the duration of the one year maintenance period. A Letter of Credit in that amount is in place.

North Orange Section 3, Phase 1

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

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$90,300** for the duration of the one year maintenance period. A Letter of Credit in that amount is in place.

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

RESOLUTION NO. 02-699

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR TARTAN FIELDS PHASE 9:

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

Tartan Fields Phase 9

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 **\$101,619** and two bonds totaling that amount are attached to cover the bonding of this project.

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

RESOLUTION NO. 02 -700

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

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

Permit #	Applicant	Location	Type of Work
U02078	Ohio Edison	Home Road	Relocate poles & anchors
U02080	Time Warner Cable	Cherry Glen Drive	Directional bore
U02083	Sprint Telephone	Condit Road	Bury cable

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

RESOLUTION NO. 02-701

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID AND APPROVING THE CONTRACT WITH COUNTRYSIDE CONSTRUCTION, INC. FOR THE LIBERTY ROAD CULVERT REPLACEMENT PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the following Bid and approving the following contract:

**Liberty Road Culvert Project
Bid Opening of May 20, 2002**

As a result of the referenced bid opening, The Engineer recommends that a bid award be made to Countryside Construction, Inc., the low bidder for the project.

CONTRACT

AGREEMENT, made and entered into this 28th day of May 2002, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

COUNTRYSIDE CONSTRUCTION, INC., hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **ONE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED THIRTY TWO DOLLARS AND TWO CENTS** (\$179,332.02), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **LIBERTY ROAD CULVERT REPLACEMENT**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **August 1, 2002**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 02-702

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE LAWRENCE ROAD PROJECT:

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

Lawrence Road Project

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 June 24, 2002** for furnishing all labor, materials and equipment necessary to complete the project known as **Lawrence Road Project** 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**. **Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer's estimate for the project is \$182,000.00.

Scope Of Work

This project shall consist of the replacement of an existing bridge and realignment of 0.20 miles of roadway on Lawrence Road, Radnor Township, Delaware County, Ohio.

The project will include the replacement of an existing concrete slab bridge with a 20' span x 7' rise pre-cast concrete arch culvert. Realignment of the roadway approaches will include removal of existing pavement and roadway embankments, and the construction of a new realigned roadway embankment with new asphalt concrete pavement courses.

All work shall be performed in accordance with the plans and specifications herein.

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

RESOLUTION NO. 02-703

IN THE MATTER OF APPROVING THE CONTRACT WITH CONDAIR INC. FOR THE PIPING PART OF THE CHILLER REPLACEMENT FOR THE DELAWARE COUNTY JAIL:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

Condair Inc.
1141 Reco Drive
St. Louis, Missouri 63126

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

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

ARTICLE 1

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

Bid Package 1 Chiller Replacement Piping
Delaware County Jail
844 State Route 42 North
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Twenty Six Thousand dollars (\$26,000.00), based upon the Bid Form, submitted by the Contractor and opened on May 9, 2002

\$22,000.00 Base Bid
\$ 4,000.00 alternates
Total Contract Amount \$26,000.00

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

ARTICLE 3

- The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before May 30, 2002 unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

- 3.5 LIQUIDATED DAMAGES

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

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

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

ARTICLE 5

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

ARTICLE 6

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

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

RESOLUTION NO. 02-704

IN THE MATTER OF APPROVING THE CONTRACT WITH RHODES HEATING & AIR
CONDITIONING, INC. FOR THE ELECTRICAL PART OF THE CHILLER REPLACEMENT FOR
THE DELAWARE COUNTY JAIL:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

Rhodes Heating & Air Conditioning, Inc.
436 W. Center St.
Marion, Ohio 43302

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

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

ARTICLE 1

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

Bid Package 2 Chiller Replacement Electrical
Delaware County Jail
844 State Route 42 North
Delaware, Ohio 43015

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Twenty Five Thousand Six Hundred dollars (\$25,600.00), based upon the Bid Form, submitted by the Contractor and opened on May 9, 2002

\$25,660.00 Base Bid
no alternates awarded
Total Contract Amount \$25,600.00

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

ARTICLE 3

- The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before May 30, 2002 unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

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

ARTICLE 4

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

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

ARTICLE 5

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

ARTICLE 6

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

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

RESOLUTION NO. 02-705

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN MURPHY’S PARK
SECTIONS 2 AND 3:

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

Murphy’s Park Sections 2 and 3 2,054 feet of 8inch sewer 10 manholes

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

RESOLUTION NO. 02-706

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE
VILLAGE AT MURPHY’S CROSSING AND NORTHPOINT MEADOWS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plans for Village At Murphy’s Crossing and Northpoint Meadows submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-707

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR
HARVEST WIND, PHASE 7, SECTION 2, PART 1:

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

Harvest Wind, Phase 7, Section 2, Part 1

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 28th day of May 2002, by and between **Bob Webb Builders, Inc.**, SUBDIVIDER, as evidenced by the **Harvest Wind, Phase 7, Section 2, Part 1** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$120,950.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **41** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$57,858.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002**

shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$4,000.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

herein and as shown on the approved plans.

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

RESOLUTION NO. 02-708

IN THE MATTER OF ADOPTING NEW RATES AT THE DELAWARE COUNTY SOLID WASTE TRANSFER FACILITY:

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

WHEREAS, the Board of County Commissioners of Delaware County entered into a Solid Waste Transfer Station Operation Agreement with Sims Brothers, Inc. for the operation of the Delaware County Solid Waste Transfer Station dated May 14, 1995, and

WHEREAS, the rights and responsibilities of said Agreement were transferred to County Disposal (Ohio) on December 23, 1996, and

WHEREAS, an Addendum to said Agreement was entered into by the County and County Disposal on February 17, 1998, providing for the installation of scales at the facility, a change from cubic yard basis of payment to a per ton basis of payment, and the modification of the rates charged for the disposal of solid waste at the facility, and

WHEREAS, said the Board of County Commissioners of Delaware County entered into a Disposal Service Agreement with Envirite Corporation, now doing business as County Disposal (Ohio), Inc. dated May 30, 1995, and

WHEREAS, both Agreements allow for the Contractor to adjust the disposal rates based on the Consumer Price Index (C.P.I.). The C.P.I. shall be based on the previous calendar year, and

WHEREAS, the C. P. I. Has been listed by the Contractor and separately verified as 1.6%,

WHEREAS, the Board of County Commissioners of Delaware County has elected to forego increasing its portion of the subject fee increase,

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby adopt the following new disposal rates at the Delaware County Solid Waste Transfer Station effective June 1, 2002:

	<u>Old Rate</u>	<u>New Rate</u>
Commercial Users:		
Municipal Waste	\$35.45/ton	\$35.95/ton
Construction Debris	\$35.10/ton	\$35.65/ton
Non Commercial Users:	\$13.80/cubic yard	\$14.00/cubic yard
Minimum Charge/ Non Commercial:	\$13.80	\$14.00
Miscellaneous Charges:		
Car & Pickup Tire	\$2.10/tire	\$2.15/tire
Semi-Truck Tire	\$6.35/tire	\$6.45/tire
Tractor Tire	\$13.35/tire	\$13.55/tire
Hot Water Heater	\$0.00	\$0.00
Large Appliance	\$0.00	\$0.00

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

RESOLUTION NO. 02-709

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF SUNBURY ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2001 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Sunbury Council, have designated areas of the Village of Sunbury as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the Village of Sunbury Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 12, 2002 and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the Village of Sunbury and Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2001, and the recommendations of the TIRC, by March 31, 2002 to the Director of the Ohio Department of Development.

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 review and recommendations made by the TIRC on March 12, 2002 as summarized on the attached Program Year 2001 Enterprise Zone Program Summary report for the Village of Sunbury - Zone Number 220, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

Section 2. The Economic Development Director is directed to submit a certified copy of this Resolution to the Ohio Department of Development.

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

Chart #1
Village of Sunbury Tax Incentive Review Council Report -
Summary
Enterprise Zone Program Year - 2001

Job & Payroll Creation

Project	Date of Agreement	Date of Expiration	Job Creation Goal	Job Creation Results	% of Goal Achieved	Payroll Creation Goal	Payroll Creation Results	% of Goal Achieved
Omegadyne	3/9/92	12/31/04	41	47	114.63%	\$781,390	\$733,200	93.83%
OHASHI TECHNICA USA	12/30/93	12/31/04	36	33	91.67%	\$850,000	\$1,202,301	141.45%
TOTALS			77	80	103.90%	\$1,631,390	\$1,935,501	118.64%

Chart #2
Village of Sunbury Tax Incentive Review Council Report - Summary
Enterprise Zone Program Year - 2001

Job & Payroll Creation	Real Property Investment Goal	Real Property Investment Results	% of Goal Achieved	Personal Property Investment Goal	Personal Property Investment Results	% of Goal Achieved
Project						
Omegadyne	\$896,000	\$2,055,296	229.39%	\$2,825,000	\$3,026,240	107.12%
OHASHI TECHNICA USA	\$2,230,000	\$2,793,420	125.27%	\$8,140,000	\$7,607,027	93.45%
TOTALS	\$3,126,000	\$4,848,716	155.11%	\$10,965,000	\$10,633,267	96.97%

Chart #2 continued

Project	Total Property Investment Goal	Total Property Investment Results	% of Goal Achieved
Omegadyne	\$3,721,000	\$5,081,536	136.56%
OHASHI TECHNICA USA	\$10,370,000	\$10,400,447	100.29%

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

USA

TOTALS	\$14,091,000	\$15,481,983	109.87%
--------	--------------	--------------	---------

Chart #3

2001 Ohio Enterprise Zone Program Summary

Zone Number: 220C

Zone Name: Village of Sunbury

Name of Company	Location	SIC	Date of Agreement	Expiration Date
Omegadyne	149 Stelzer Ct.	3829	3/9/92	12/31/04
OHASHI TECHNICA	99 Burrer Drive		12/30/93	12/31/04

TOTAL

Chart # 3 continued

Existing Baseline Employment		Did Enterprise Close or Reduce Employment at Other Location		EZ Agreement Job Commitment		Job Creation
Name of Company	At Site	In Ohio	Yes or No	Create	Retain	Period (mos.)
Omegadyne	0	0	yes	41	0	24
OHASHI TECHNICA	0	0	no	36	0	36
TOTAL	0	0		77	0	

Chart # 4

Name of Company	Enterprise Zone Commitment		EZ Agreement Payroll	
	Real	Personal	Baseline Payroll	Proj. New Payroll
Omegadyne	\$896,000	\$2,775,000	\$0.00	\$781,390
OHASHI TECHNICA	\$2,230,000	\$8,140,000	\$0.00	\$850,000
TOTAL	\$3,126,000	\$10,915,000	\$0	\$1,631,390

Chart # 4 continued

Tax Incentives		Date of Most Recent TIRC Mtg.	# Jobs as of 12/31/01		Project Site Employment	Payroll Attributed New Employment	Name of Company
%	# years		Created	Retained			
REAL	PERSONAL						
70%/10yr.	20%/10 yr.	3/12/02	47	25	86	\$733,200	Omegadyne
				0		\$1,202,301	OHASHI TECHNICAL
70%/10yr.	40%/10 yr.	3/12/02	33		56		
			80	25	142	\$1,935,501	

Chart # 5

Name of Company	Actual Investment Level As of 12/31/01		Real Property	Taxes Paid
	Real	Personal	2001	Total
Omegadyne	\$2,055,296	\$3,026,240	\$12,461	\$124,290

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

OHASHI TECHNICA	\$2,793,420	\$7,607,027	\$7,224	\$35,855
TOTAL	\$4,848,716	\$10,633,267	\$19,685	\$160,145

Chart # 5 continued

Cumulative taxes At Project site Thru 12/31/01						Local Government	
Real Property		Personal Property		Personal Property		TIRC Most Recent Recommendation	Name Of
Taxes Foregone		Taxes Paid		Taxes Foregone			
2001	Total	2001	Total	2001	Total	Recommendation	Company
\$5,358	\$217,218	\$11,059	\$212,436	\$26,465	\$291,923	Continue	Pending
\$16,857	\$83,666	\$67,533	\$272,122	\$12,979	\$399,407	Continue	Pending
\$22,215	\$300,884	\$78,592	\$484,558	\$39,444	\$691,330		
Vote on Motion		Mr. Ward		Aye	Mr. Wuertz	Aye	Mrs. Martin

RESOLUTION NO. 02-710

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10026201-500	General Fund/Juvenile Court - Salaries	\$ 11,357.60
10026201-510	General Fund/Juvenile Court - Fringe Benefits	\$ 1,866.05
10026201-520	General Fund/Juvenile Court - Srvs & Chrgs	\$ 19,500.00
10011102-520	General Fund/Comm General - Srvs & Chrgs	\$ 10,553.48

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

RESOLUTION NO. 02-711

IN THE MATTER OF APPROVING THE CONTRACT ADDENDUM BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND DELAWARE COUNTY TRANSIT BOARD FOR TRANSPORTATION SERVICES:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the Contract Addendum.

ADDENDUM
CONTRACT FOR TRANSPORTATION SERVICES
between
DELAWARE COUNTY TRANSIT BOARD
And
Delaware County Job and Family Services

This service addendum is entered into this 1st day of April 2002, between the Delaware County Transit Board (hereafter called DCTB) and The Delaware County Department of Job and family Services (hereafter called PURCHASER) for the purpose of modifying out of county transportation services.

WHEREAS, DCTB is currently revising the methods used to deliver transportation services, and

WHEREAS, Customers of the PURCHASER have needs to access facilities beyond the borders of Delaware County, and

WHEREAS, DCTB will provide out of county transportation services for the PURCHASER’s customers, and

WHEREAS, This addendum will remain in effect for the duration of the primary contract until March 31, 2003.

TERMS OF ADDENDUM AND COMPENSATION

The scope of services shall continue for DCTB to provide curb to curb transportation services to be provided based upon authorization provided by the PURCHASER.

DCTB will no longer provide fixed route service to Columbus Medical facilities but will provide transportation beyond the borders of Delaware County on demand.

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

The PURCHASER will make an attempt to coordinate and consolidate out of county trips with their customers.

The PURCHASER will compensate DCTB for out of county trips at the rate of \$3.50 per mile.

All other terms of the original contract, not modified herein, remain intact.

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

RESOLUTION NO. 02-712

IN THE MATTER OF APPROVING THE PURCHASE OF A DODGE CARAVAN OFF THE STATE
TERM SCHEDULE FROM CHARLIE’S DODGE:

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

WHEREAS, the Delaware County Board of Commissioners requested bids for the purchase of a county van and

WHEREAS, the bids received have been reviewed and evaluated;

NOW THEREFORE BE IT RESOLVED:

- 1. That the Board of County Commissioners rejects all bids for the purchase of a passenger van (item #2) for Delaware County.
- 2. That the Board of County Commissioners approves the purchase of a Dodge Caravan off the state term schedule from Charlie’s Dodge.
- 3. That the Board of County Commissioners approves a Purchase Order in the amount of \$19,362 to Charlie’s Dodge from account 40111402-545045001.

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

RESOLUTION NO. 02-713

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 935.92 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 May 17, 2002, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Robert E. Albright, agent for the petitioners, of 935.92 Acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.22-Expedited Type 1 Annexation Petition; Consent of all Parties with Either an Annexation Agreement or Cooperative Economic Development Agreement states- “Upon receipt of the petition and the applicable agreement, the board of county commissioners, at the board’s next regular session, shall enter upon its journal a resolution granting the annexation, without holding a hearing.”

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 932.92 Acres, more or less, in Liberty Township to the City of Powell.

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

RESOLUTION NO. 02-714

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

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 10:10AM.

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

RESOLUTION NO. 02-715

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 10:20AM.

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

RESOLUTION NO. 02-716

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 28, 2002

IN THE MATTER OF AMENDING CONTRACT WITH SCHOOLEY CALDWELL ASSOCIATES:

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

Whereas, the Board of County Commissioners approved the original agreement with Schooley-Caldwell & Associates for architectural services associated with the 20/20 Plan, and

Whereas, the Board of County Commissioners find that the original agreement must be amended due to the amount of time and expense associated with the General Contractor on the Carnegie Library,

Now therefore be it resolved that the Board of County Commissioners approve a purchase order to Schooley-Caldwell Associates and that Schooley-Caldwell Associates be compensated \$99,467 for additional work beyond the scope of the original agreement

Further be it resolved that the Consultant hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Consultant, its employees, agents, subcontractors and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners