

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 16, 1999

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

Present: James Ward , Donald Wuertz Absent : Deborah Martin

8:00 AM Duncan Whitney, Delaware County Prosecutor

RESOLUTION NO. 99-680

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR  
MEETING HELD AUGUST 9, 1999:

It was moved by Mr. Ward seconded by Mr. Wuertz to dispense with the reading of the minutes and resolutions of the regular meeting held August 9, 1999, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

Mr. Cal Richardson of Scioto Hills spoke expressing his concerns regarding noise pollution from the Polaris Amphitheater and the Columbus Zoo. He noted he lives across the river from the zoo and when a concert is in progress, his wife cannot sleep due to the noise that penetrates their home with the doors and windows shut. He noted that noise pollution should be addressed just the same as other types of pollution . He commented that if someone dumped trash in his yard, they could be arrested; if someone’s sewer was draining into his yard, they could be arrested; if someone released toxic fumes in the area, they could be arrested, but noise pollution is ignored. He asked that no tax incentive be granted to the Polaris area until this problem is resolved.

Mr. Wuertz explained to Mr. Richardson that the Polaris Amphitheater is not part of the Polaris Fashion Place Mall that is proposed. It is not owned by the same people and is in no way affiliated with the current mall proposal.

RESOLUTION NO. 99-681

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 249200  
THROUGH 249489 :

It was moved by Mr. Ward seconded by Mr. Wuertz to approve for payment warrants 249200 through 249489 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-682

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Deb McCurdy & Bev Holt attend the Ohio CASA Meeting at Columbus on August 20, 1999, in the amount of \$51.50.

Administrative Services is requesting that Rachel Stull attend the monthly meeting of the Human Resource Association of Ohio in Columbus on the second Tuesday of each month, in the amount of \$290.00.

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

RESOLUTION NO. 99-683

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

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
043-0290-020	Domestic Violence Fund	\$ 225.00

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074-7410-040 Recorder's Equipment Fund \$ 32,000.00

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-0190-020 Employee Relations - Srvs & Chrgs	001-0190-015 Employee Relations - Materials & Supplies	\$ 3,500.00
Vote on Motion	Mr. Ward Aye Mrs. Martin Absent	Mr. Wuertz Aye

**RESOLUTION NO. 99-684**

**IN THE MATTER OF APPROVING PLAT FOR TARTAN FIELDS, PHASES 8 & 9 AND SCIOTO RESERVE WATER LINE IMPROVEMENTS:**

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

**Tartan Fields, Phase 8 & 9**

Street, Storm and Water Improvements

**Scioto Reserve Water Line Extension**

Concord Township Delaware County, Ohio

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

**RESOLUTION NO. 99-685**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2239	Del-Co Water	Ashley Road	Install PVC waterline
2240	Columbus Southern Power	Liberty Road	Relocate pole
2242	Columbia Gas	Big Walnut Road	Install gas main
2243	Suburban Natural Gas	Cheshire Cove Section 1	Install gas main
2244	Sprint Telephone	Harlem Road	Bury fiber cable
2245	Sprint Telephone	Woodtown Road	Place buried cable

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

**RESOLUTION NO. 99-686**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Frank C. Vance has accepted our offer of employment as a Mechanical Inspector for Code Compliance; effective date of hire is August 23, 1999.

Dorothy L. Brown has accepted our offer of employment as the Assistant to the Clerk of the Board of Commissioners; effective date of hire is August 16, 1999.

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

**RESOLUTION NO. 99-687**

**IN THE MATTER OF APPOINTING RHONDA SHAW AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE LITTER ADVISORY BOARD:**

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

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

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Whereas, the Board of Commissioners of Delaware County shall appoint an individual to the Litter Advisory Board for a specific term of March 1, 1999, to February 28, 2002, and

Therefore, be it resolved that the Board of Commissioners of Delaware County, State of Ohio, appoint Rhonda Shaw to the Litter Advisory Board.

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

RESOLUTION NO. 99-688

**IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENTS WITH CLUB VILLAS NORTH; RIVER BEND, SECTION 2, PHASE 1; RIVER BEND, SECTION 3; RIVER BEND, SECTION 5; SCIOTO RESERVE, SECTION 3, PHASE 1 AND SCIOTO RESERVE, SECTION 3, PHASE 2:**

It was moved by Mr. Ward , seconded by Mr. Wuertz to approve the following subdivider’s agreements.

**Club Villas North**

This agreement executed on this 16th day of August, 1999, by and between MEDALLION PROPERTIES, LLC as evidenced by the CLUB VILLAS NORTH and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$64,025.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for 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 \$3,840.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
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 \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

**River Bend, Section 2, Phase 1**

This agreement executed on this 16th day of August, 1999, by and between PLANNED COMMUNITIES SUBDIVIDER as evidenced by the RIVER BEND SECTION 2, PAHSE 1 and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$296,540.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for 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

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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 \$14,800.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
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 \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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provisions, and requirements of this AGREEMENT.

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

**River Bend, Section 3**

This agreement executed on this 16th day of August, 1999, by and between PLANNED COMMUNITIES SUBDIVIDER as evidenced by the RIVER BEND SECTION 3 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 \$20,489.18, (39 lots X \$2950/lot = \$115,050.00 - \$94,560.82 oversize reimbursement section 3 & 5), representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 39 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 (\$68,841.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for 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 \$4,130.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
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 \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

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of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

**River Bend Section 5**

This agreement executed on this 16th day of August, 1999, by and between PLANNED COMMUNITIES SUBDIVIDER as evidenced by the RIVER BEND SECTION 5 ORTH and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$313,205.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for 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.

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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 \$15,650.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
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 \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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



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

**Scioto Reserve, Section 3, Phase 1**

This agreement executed on this 16th day of August, 1999, by and between CHARLES A. VINCE SUBDIVIDER as evidenced by the SCIOTO RESERVE SECTION 3, PHASE 1 and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$133,612.20) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for 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 \$8,100.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
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 \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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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 Autocade DWG files or DXF files.

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

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

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

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

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

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

**Scioto Reserve, Section 3, Phase 2**

This agreement executed on this 16th day of August, 1999, by and between CHARLES A. VINCE SUBDIVIDER as evidenced by the SCIOTO RESERVE SECTION 3, PAHSE 2 and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$127,701.50) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the

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DELAWARE COUNTY SANITARY ENGINEER the sum of \$7,700.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
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 \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

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

**RESOLUTION NO. 99-689**

**IN THE MATER OF ACCEPTING IMPROVEMENTS IN BAINBRIDGE MILLS, PHASE 2, PART 1:**

It was moved by Mr. Ward , seconded by Mr. Wuertz to approve the improvement in Bainbridge Mills, Phase 2, Part 1:

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1,148 Feet of 8 Inch Sewer 5 Manholes

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

**RESOLUTION NO. 99-690**

**IN THE MATTER OF SETTING DATE AND TIME FOR SALE OF PUBLIC LAND:**

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

Whereas, On June 28, 1999, the Delaware County Commissioners passed Resolution No. 99-550 directing sale of real estate belonging to Delaware County, Ohio Pursuant to Ohio Revised Code 307.09 and 307.10; and

Whereas, Because the interests of the county so require, and the land is no longer needed for public use, the Delaware County Commissioners, will offer for sale at public auction in the Commissioners Meeting Room at 101 North Sandusky Street, Delaware, Ohio, on **Wednesday September 29, 1999, at 10:00 a.m.**, the following described real estate

To -wit:

Situated in Orange Township, Delaware County, and State of Ohio. Being part of Lot 8, Section 4, Township 3, Range 18 and being more particularly described as follows:

- Beginning at the Southeast corner of a aforementioned tract;
- Thence North 85 degree 53' West along the South property line a distance of 253.34 feet to a point;
- Thence North 14 degree 43' 19" East, 60 feet East and parallel to the Easterly rightof-way of Interstate 71, a distance of 811.36 feet to a point;
- Thence South 85 degree 05' West, 60' South and parallel to the North property line, a distance 154.30 feet to a point on the East property line;
- Thence South 7 degree 44' West, along the East property line, a distance of 796.93 feet to the Point of Beginning.
- Containing 3.73 acres more or less.

Property is offered AS-IS, absent any warranties of title, and subject to the following easement.

**TEMPORARY EASEMENT**

A 30-foot easement along the Western edge of the above-described property shall exist to Delaware County until January 1, 2002.

Said Premises is located North of East Powell Road and bordered on the North and West by property owned by Delaware County associated with the construction of the Alum Creek Water Reclementation Center, and has no road frontage.

Said Premise Appraised at \$16,000. TERMS OF SALE: \$1,000 Cash or Certified Check Deposit at sale balance to be paid within 30 days. \$100.00 minimum bid increments.

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

**RESOLUTION NO. 99-691**

**IN THE MATTER OF ACCEPTING THE BID SUBMITTED BY MICRO IMAGES FOR THE PURCHASE OF DIGITAL DOCUMENT ARCHIVE WRITER:**

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

WHEREAS, Delaware County received bids for the purchase of a digital document archive writer on August 9, 1999, at 9:45am. and;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Micro Images (\$30,513.00) has been determined to be the lowest and best bid.

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NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Micro Images for the purchase of a digital document archive writer.

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

RESOLUTION NO. 99-692

IN THE MATTER OF AUTHORIZING A TAX INCREMENT FINANCING DISTRICT FOR GRIEF CORPORATE PARK:

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

DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN LIBERTY AND BERLIN TOWNSHIPS TO BE A PUBLIC PURPOSE; DECLARING A PORTION OF SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A COUNTY PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND

WHEREAS, the development of commercial and industrial properties in Delaware County will benefit the County and its residents by creating jobs, enlarging the property tax base, reducing blight and stimulating collateral development in the County; and

WHEREAS, by providing infrastructure improvements including streets, water and sewer lines, and related improvements, the County may facilitate the development of commercial and industrial properties; and

WHEREAS, Ohio Revised Code Sections 5709.77 through 5709.81 provide for the use of county tax increment financing to construct infrastructure improvements which will benefit new commercial and industrial development in the County; and

WHEREAS, Greif Bros. Corporation (the "Owner") wishes to construct two new facilities (the "Facilities") consisting of a research facility and a processing center, with related amenities on certain property (the "Site") located in Liberty Township, Delaware County and more particularly described in Exhibit A attached hereto and made a part hereof, provided that certain infrastructure improvements be made by the County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, THAT:

Section 1: It is hereby declared that construction of the Facilities on the Site is a public purpose benefiting the County and its residents and that the duration of such public purpose shall be ten (10) years.

Section 2: The portion of the value of the Facilities which shall be exempt from real property taxation, commencing on the effective date of this Resolution and ending on the tenth (10<sup>th</sup>) anniversary of such effective date of the date the Public Improvements (hereinafter defined) are paid in full, whichever occurs first is as follows:

Years 1 through 10 inclusive 75% exempt

Section 3: The County shall construct street improvements (the "Public Improvements"), which will benefit the Site, as more particularly described on Exhibit C attached hereto and made a part hereof. The cost of such Public Improvements shall in part be paid from the proceeds of bonds and/or notes to be issued by the County and secured from revenues received by the County from service payments made by the Company in lieu of taxes, as set forth herein.

Section 4: The Owner shall make annual service payments in lieu of taxes, which payments shall be paid to the County Treasurer and collected and distributed as set forth in Ohio Revised Code Section 5709.79. Notwithstanding any adjustment in the assessed valuation of the Site or the Facilities thereon, the amount of payments in lieu of taxes are described in Exhibit D attached hereto. Payments due with respect to partial calendar years shall be apportioned on a pro rata basis.

The County Administrator is hereby authorized and directed to execute on behalf of the County a Service Payment Agreement between the County and the Company providing for the payment and collection of such annual service payments in lieu of taxes, which agreement shall be in a form acceptable to the County Administrator, approved by the County Prosecutor, and not substantially inconsistent with the terms of this Resolution.

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Section 5: The Company, in an agreement with the Olentangy School District, will make an annual contribution to the district over the term of the service payments in lieu of taxes. This agreement will be binding for ten years, or on the date on which the County can no longer require such payments. This contribution will reflect the amount the schools have foregone in the 75% real property tax exemption.

Section 6: There is hereby established within the County Treasury a county public improvement tax increment equivalent fund (the "Tax Increment Fund") into which shall be deposited service payments in lieu of taxes received from the Company. Such Fund may be combined with other funds created by resolutions of this Board of Commissioners authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Improvements and shall, to the extent provided in further ordinances of this Council, be pledged to the repayment of bonds and/or notes issues to finance such improvements.

Section 7: The Economic Development Department is hereby directed to deliver, not later than fifteen (15) days after the effective date of this Resolution, a copy thereof to the Director of Development of the State of Ohio and to further deliver to such Director, not later than March 31 of each year during which the tax exemption remains in effect, a status report outlining the progress of the project.

Section 8: It is hereby found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board.

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

**RESOLUTION NO. 99-692**

**IN THE MATTER OF AUTHORIZING THE ADOPTION OF REVISIONS TO THE DELAWARE COUNTY REVOLVING LOAN FUND GUIDELINES:**

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses, and

WHEREAS, the County has adopted guidelines to govern the proper use of its RLF funds, and has determined it necessary to adopt certain revisions to the same.

NOW THEREFORE BE IT RESOLVED, that Delaware County Board of Commissioners does hereby approve the following revisions to its Revolving Loan Fund guidelines.

Section 1:        The maximum RLF loan amount shall be increased to \$500,000.

Upon passage of this resolution, the changes to the RLF guidelines shall be noted in the appropriate RLF file and forwarded to the Ohio Department of Development.

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

**RESOLUTION NO. 99-693**

**IN THE MATTER OF AWARDING CONTRACT FOR THE DELAWARE COUNTY FY 1999 COMMUNITY HOUSING IMPROVEMENT PROGRAM CONSULTING HOUSING REHABILITATION SPECIALIST AND ADMINISTRATIVE ASSISTANT**

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) program and the HOME Investment Partnership program for the purpose of addressing local housing rehabilitation needs; and

WHEREAS, Delaware County has been awarded FY 99 Community Housing Improvement Program financing, consisting of CDBG and HOME funds, to facilitate the implementation of housing rehabilitation in the county's applicant communities; and

WHEREAS, Delaware County has solicited proposals for the referenced positions, and determined that the proposals submitted by David C. LaValle for the Housing Rehabilitation Specialist and Sheryl Smith for the Administrative Assistant are the lowest and best.

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

SECTION I.        That the Delaware County Board of Commissioners accepts the proposal in the

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amount of \$62,000 as submitted by David C. LaValle for the position of Housing Rehabilitation Specialist.

SECTION II. That the Delaware County Board of Commissioners accepts the proposal in the amount of \$37,500 as submitted by Sheryl Smith for the position of Administrative Assistant.

SECTION III The contract will begin August 16, 1999, and will be completed July 13, 2001. The paid contract will cover the 24-month period.

SECTION IV. That the Board of Commissioners authorizes the President of the Board to execute a contract for services for the referenced positions.

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

**RESOLUTION NO. 99-694**

**IN THE MATTER OF AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR GRANTS THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA), AS AUTHORIZED UNDER FEDERAL TRANSIT LAWS, AS CODIFIED, 49 USC SECTION 5311, FINANCIAL ASSISTANCE FOR OTHER THAN URBANIZED AREAS AND FUNDS AVAILABLE FROM THE OHIO PUBLIC TRANSPORTATION GRANT PROGRAM AND EXECUTING A CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION UPON GRANT APPLICATION APPROVAL:**

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

Whereas, the Director of the Ohio Department of Transportation is authorized to make grants for a public transportation program;

Whereas, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program;

Whereas, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the application give an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

Whereas, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project and that definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO, THE FOLLOWING:

1. That Dennis Schooley, Director, Delaware Area Transportation Association, is authorized to execute and file an application on behalf of the Delaware County Commissioners with the Ohio Department of Transportation to aid in the financing of operating assistance projects pursuant to 49 USC Section 5311 and the Ohio Public Transportation Grant Program.
2. That Dennis Schooley, Director, Delaware Area Transportation Association, is authorized to execute and file with such applications and assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.
3. That Dennis Schooley, Director, Delaware Area Transportation Association is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the application for the program of project.
4. That Dennis Schooley, Director, Delaware Area Transportation Association is authorized to set forth and execute affirmative disadvantaged business policies in connection with the program of project's procurement needs.
5. That Dennis Schooley, Director, Delaware Area Transportation Association is authorized to execute grant agreements on behalf of the Delaware County Commissioners with the Ohio Department of Transportation for aid in the financing of operating and capital assistance projects.

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

**RESOLUTION NO. 99-695**

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**IN THE MATTER OF AUTHORIZING A COOPERATIVE CONSERVATION AGREEMENT  
WITH THE SOIL AND WATER CONSERVATION DISTRICT FOR MANAGEMENT OF  
EXISTING WOODLAND PROPERTIES:**

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

Whereas, the Soil and Water Conservation District has expertise in management of natural resources; and

Whereas, the Commissioners of Delaware County wish to plan and establish good natural resource management practices on all its properties.

Therefore be it resolved, the following agreement is approved and implemented:

The Delaware County Commissioners are interested in better management of natural resources, and hereby request assistance from the Delaware Soil and Water Conservation District to help Delaware County plan and establish good natural resource management practices on Delaware County land.

The Commissioners will cooperate with the District in the development of a Resource Management Plan for Delaware County land. This plan will make a record of planned land use changes and plans for applying and maintaining conservation practices which are mutually acceptable and agreeable to Delaware County and the district.

The District strongly recommends that all conservation practices or projects installed with the technical assistance of the District be maintained throughout the life of the project.

It is Mutually agreed that:

1. This application and agreement authorizes the Soil And Water Conservation District Board of Supervisors, or its representatives, to make surveys necessary for the planning, installation and inspection of conservation practices on Delaware County land.
2. Neither the District or its representatives, nor the landowner or operator, will be liable for any damages to the other's property in carrying out the provisions of the agreement, unless such damage is caused by negligence or misconduct.
3. Services provided by the Soil Conservation Service and other governmental agencies through this Soil and Water Conservation District are provided without cost to Delaware County as a cooperator.
4. This Cooperative Conservation Agreement shall remain effective until terminated by either the landowner, the Soil and Water Conservation District or by transfer of ownership of the land.

Assistance in the following conservation problems is requested: Management of existing woodland on property (40 Acres +-)near Sugar Run Creek.

We, the Board of Supervisors of the Delaware Soil and Water Conservation District, will furnish technical assistance in planning, establishing and maintaining the conservation practices needed for your land, according to the policies in existence and the resources available at the time work is to be done. This service will be provided regardless of race, color, religion, sex, or national origin.

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

**10:00 AM Bid Opening for OECC Sludge Tank Covers Project**

1. Geomembrane Technologies	3 covers	\$107,877.00
2. ILC Dover		\$153,000.00
Estimate		\$155,000.00

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

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

\_\_\_\_\_  
Donald Wuertz



**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 16, 1999**

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Letha George, Clerk to the Commissioners