

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

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

James Ward , Deborah Martin, Donald Wuertz

RESOLUTION NO. 99-574

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD JULY 6, 1999:

It was moved by Mrs. Martin, seconded by Mr. Ward approve resolutions and minutes from regular meeting held, July 6, 1999.

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

PUBLIC COMMENT

RESOLUTION NO. 99-575

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 246627 THROUGH 247096:

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 246627 through 247096 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-576

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Facilities is requesting that Scott Gaines attend testing certification for Medium & High Pressure Refrigeration at Columbus, on July 28, 1999, in the amount of \$100.00.

Auditor is requesting that Jane Tinker attend the 1999 Governmental GAAP Update Session at Dublin on November 10, 1999, in the amount of \$87.00.

911 is requesting that Larry Fisher and Sharon Creamer attend a User’s Group Meeting in Canton on July 16, 1999, in the amount of \$20.00.

911 is requesting that Larry Fisher and two individuals attend the APCO International Conference & Exposition in Minneapolis on August 8 through 12, 1999, in the amount of \$4,189.00.

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

RESOLUTION NO. 99-577

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

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

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
111-4530-4701 Children's Services	003-4520-8701 Public Assistance	\$100,358.89

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

RESOLUTION NO. 99-578

IN THE MATTER OF ADOPTING A RESOLUTION OF APPRECIATION FOR JERRY THOMPSON FOR HIS DEDICATED SERVICE TO THE PEOPLE OF DELAWARE COUNTY:

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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

Whereas, Jerry Thompson has faithfully served the communities of Delaware County, Ohio for four (4) years as Director of the Department of Human Services; and

Whereas, Jerry Thompson has dedicated his life's work to the improvement of the lives of the underprivileged, abused, and neglected with genuine concern and care; and

Whereas, Jerry Thompson has served his fellow colleagues and co-workers as a leader, an inspiration, and a voice of reason; and

Whereas, Jerry Thompson has faithfully served the Board the Commissioners as an excellent director, assisting wherever asked; and

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the sincere appreciation of the residents of Delaware County be recognized through this resolution of appreciation; and

Further be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the Board officially thanks Jerry Thompson for his dedication and his accomplishments, and

Further be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the Board wishes well-being, success, and good luck to Jerry Thompson in his future endeavors and life, and

Further be it resolved, that the Clerk of the Board of Commissioners shall cause this resolution to be spread upon the Board's official journal.

Adopted this 12th day of July, 1999.

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

RESOLUTION NO. 99-579

IN THE MATTER OF APPROVING PLAT FOR WALKER WOOD, SECTION 3, PART 2:

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

Walker Wood, Section 3, Part 2

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lot 23, Quarter Township 4, Township 3, Range 18, United States Military Lands, containing 10.130 acres of land, more or less, said 10.130 acres being comprised of part of tracts of land conveyed to PLANNED COMMUNITIES, INC., by deeds of record in Deed Book 618, Page 308, Deed Book 618, Page 365, Deed Book 618 Page 768 and Deed Book 627, Page 749, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$51.00.

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

RESOLUTION NO. 99-580

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR TARTAN FIELDS, PHASES 13; RIVER BEND, SECTION 2; BIG BEAR FARMS, SECTION 9; WALKER WOOD, SECTION 10, PHASE 1; RIVER BEND, SECTION 3:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following subdivider's agreement.

Tartan Fields, Phase 13

THIS AGREEMENT executed on this 12 day of July 1999, between **NORTHWOOD LAND DEVELOPMENT** as evidenced by the **TARTAN FIELDS PHASE 13** 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 **Exhibit "A"** attached hereto, 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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

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

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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

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.

CONSTRUCTION ESTIMATE – STREET	\$143,117.50
CONSTRUCTION ESTIMATE – EROSION	38,457.75
CONSTRUCTION ESTIMATE – STORM	83,130.24
CONSTRUCTION ESTIMATE – SIGNAGE	<u>300.00</u>
TOTAL	\$265,005.00

River Bend, Section 2, Phases 1 & 2

THIS AGREEMENT executed on this 12 day of July 1999, between **PLANNED COMMUNITIES, INC.** as evidenced by the **RIVER BEND SECTION 2, PHASES 1 & 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in **Exhibit "A"** attached hereto, 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 **NINETY-NINE THOUSAND TWO HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION ESTIMATE – STREET	\$632,211
CONSTRUCTION ESTIMATE – EARTHWORK	413,522
CONSTRUCTION ESTIMATE – STORM	<u>193,819</u>
TOTAL	\$1,239,552

Big Bear Farms, Section 9

THIS AGREEMENT executed on this 12 day of July 1999, between **NORTHWEST FARM PROPERTY, LLC** as evidenced by the **BIG BEAR FARMS SECTION 9** 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,

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in **Exhibit "A"** attached hereto, 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 **SEVENTY-NINE THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

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.

CONSTRUCTION ESTIMATE – STREET	\$718,549.00
CONSTRUCTION ESTIMATE – EROSION	112,400.00
CONSTRUCTION ESTIMATE – STORM	<u>165,680.00</u>
TOTAL	\$996,629.00

Walker Wood, Section 10, Phase 1

THIS AGREEMENT executed on this 12 day of July 1999, between **PLANNED COMMUNITIES, INC.** as evidenced by the **WALKER WOOD SECTION 10, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in **Exhibit "A"** attached hereto, 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

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999

within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-SEVEN 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, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

CONSTRUCTION ESTIMATE – STREET	\$356,064.50
CONSTRUCTION ESTIMATE – EROSION	47,210.00
CONSTRUCTION ESTIMATE – STORM	<u>59,680.00</u>
TOTAL	\$463,000.00

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

THIS AGREEMENT executed on this 12 day of July, 1999 between **PLANNED COMMUNITIES, INC.** as evidenced by the **RIVER BEND SECTION 3** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto, 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 villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**, but an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

The **SUBDIVIDER** further agrees that any violations 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$39,500)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as built" drawings of the improvements, which

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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

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

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

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

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

EXHIBIT “A”

CONSTRUCTION ESTIMATE - STREET	\$ 220,111.67
CONSTRUCTION ESTIMATE - STORM	122,118.00
CONSTRUCTION ESTIMATE –EARTHWORK	<u>150,570.00</u>
TOTAL	\$492,799.67

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

RESOLUTION NO. 99-581

IN THE MATTER OF ACCEPTING DRAINAGE IMPROVEMENTS FOR ROGER’S SUBDIVISION:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the drainage improvements in Roger’s Subdivision.

The drainage improvements as evidenced by the *Special Subdivider’s Agreement for Drainage Improvements* for Rogers’s Subdivision have been inspected by the Engineer’s office and meet approval.

Respectfully requesting approval to release the **Check** in the amount of **\$3,900** being held as surety for the project.

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

RESOLUTION NO. 99-582

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2206	Columbia Gas	Sunbury Road	Relocate gas line
2209	Columbia Gas	Meadows at Cheshire 3-1	Install gas main
2210	Columbia Gas	S. Old 3C Highway	Relocate gas line
2211	General Telephone	Carr Road	Relocate cable
2212	General Telephone	Green Meadows Drive	Install new service
2213	Columbus Southern	Hollenback Road	Install risers on existing poles
2214	General Telephone	Parklawn Drive	Place telephone cable
2216	Suburban Natural Gas	Tucker Trail	Lay gas main
2217	Sprint Telephone	Ross Road	Place buried cable
2218	Columbia Gas	Bainbridge Mills 2	Install gas main
2219	Columbia Gas	Heather Glen Subdivision	Install steel pipe

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

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

RESOLUTION NO. 99-583

IN THE MATTER OF APPROVING THE LABOR CONTRACT WITH THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION (DISPATCHER’S UNIT):

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

Contract on file at the Sheriff’s Office.

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

RESOLUTION NO. 99-584

IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR CLUB VILLAS NORTH AND MEDALLION ESTATES, SECTION 9:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans for Club Villas North and Medallion Estates, Section 9.

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

RESOLUTION NO. 99-585

IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENTS WITH BIG BEAR FARMS, SECTION 9 AND WALKER WOODS, SECTION 10, PHASE 1:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following subdivider’s agreement.

Big Bear Farms, Section 9

This agreement executed on this 12 day of July, 1999, by and between NORTHWEST FARM PROPERTY, LLC SUBDIVIDER, as evidenced by the BIG BEAR FARMS 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 \$319,899.02, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a surcharge of \$1,555.62 for each single family residential connection, for 71 equivalent single family residential connection . 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 (\$144,650.00) 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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

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 \$7,200.00 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.

Walker Wood, Section 10, Phase 1

This agreement executed on this 12 day of July, 1999, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the WALKER WOOD, SECTION 10, PHASE 1 Subdivision Plat filed with the

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

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 \$91,450.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 31 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 (\$80,000.00) 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 \$4,000.00 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 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.

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

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 aye

RESOLUTION NO. 99-586

IN THE MATTER OF APPROVING THE BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR OECC SLUDGE TANK COVER PROJECT:

It was moved by Mr. Ward , seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, August 16, 1999, at 10:00 AM.**

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

RESOLUTION NO. 99-587

IN THE MATTER OF APPROVING A CONTRACT WITH SHAWNEE HILLS FOR BUILDING INSPECTION SERVICES:

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

This contract entered into by and between the Village of Shawnee Hills, Delaware County, Ohio (hereafter referred to as the Village), and the Delaware County Board of Commissioners (hereafter referred to as the Board of Commissioners) is as follows:

Whereas, the Village is desirous of having the Delaware County code Compliance Department (hereafter referred to as Department) perform all plan review, permitting, and inspection duties relative to construction requiring such as addressed by the Building Code of Delaware County (hereafter referred to as the Code) in the Village in accordance wit the appropriate codes as adopted by the Board of Commissioners; and

Whereas, the Board of Commissioners is willing and able to perform such services for the Village:

Now therefore, be it agreed by and between the parties hereto as follows:

1. The personnel of Department shall perform all necessary plan review, permitting, and inspections as required by the Code for the Village.

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

2. Department shall assess and collect all fees for permits required by the Code issued in the Village. No part of said fees shall be remitted back to the Village, but shall be retained by Department for and as full payment for its services.
3. No permit will be issued by Department until a zoning certificate has been issued by the Village
4. This agreement may be revoked by either party hereto upon thirty (30) days written notice to the other party of an intent to make such revocation.
5. This agreement shall become effective on July 1, 1999, and shall remain in effect until revoked by either party or by mutual consent of the parties.

In witness whereof, the parties hereto, each authorized by their respective boards and/or councils have hereunto affixed their signatures.

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

RESOLUTION NO. 99-588

IN THE MATTER OF APPROVING QUARTERLY FINANCIAL REPORT FOR LITTER GRANT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the quarterly financial report for the Recycle Ohio Grant.

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

RESOLUTION NO. 99-589

IN THE MATTER OF APPROVING GRANT AGREEMENT FOR FISCAL YEAR 2000 OHIO DEPARTMENT OF YOUTH SERVICES AND THE PERRY COUNTY GROUP HOME :

It was move by Mr. Ward, seconded by Mrs. Martin to approve the Grant Agreement for the year 2000 Ohio Department of Youth Services and the Perry County Group Home.

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

RESOLUTION NO. 99-590

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Rachel Stull has accepted our offer of employment as a Recruiter; effective date of hire is July 12, 1999.

Michelle Rinard is being promoted to a full time position; effective date of promotion is July 12, 1999.

Robert Allen Hager is being promoted to a full time position; effective date of promotion is July 12, 1999.

Johannes Dickhof is being promoted to a full time position; effective date of promotion is July 12, 1999.

Ann-Marie McDonald is being promoted to a full time position; effective date of promotion is July 12, 1999.

Patrick Pennington is being promoted to a full time position; effective date of promotion is July 12, 1999.

Tom Corpora has submitted his letter of resignation; effective date of resignation is July 23, 1999.

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

Rob Leeds, Ohio State Extension Office

Mr. Leeds invited the Commissioners to attend County Commissioners Days at Findlay, Ohio on August 17 and 18.

RESOLUTION NO. 99-591

IN THE MATTER OF SUPPORTING THE PROPOSED POLARIS FASHION PLACE MALL PROJECT AND REPEALING RESOLUTION 99-573 ADOPTED ON JULY 8, 1999

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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999**

WHEREAS, the proposed Polaris Fashion Place Mall would provide significant economic benefit to Delaware County, Olentangy Local School District, and the City of Columbus; and

WHEREAS, representatives of the County have been negotiating with representatives of the Olentangy Local School District, the City of Columbus, and the Glimcher Development Corporation in an effort to develop a financing package for the road improvements necessary to facilitate implementation of the proposed Polaris Fashion Place Mall Project; and

WHEREAS, said road improvements would also enhance access to I-71 for other businesses in the Polaris area as well as residents in southern Delaware County.

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 this Board hereby expresses its intention to support the proposed Polaris Fashion Place Mall Project.
- SECTION II. That this Board hereby expresses its intention to participate in the proposed financing package for the road improvements related to the proposed Polaris Fashion Place Mall Project, subject, however, to further consultation with legal and financial counsel, further due diligence with respect to the proposed public and private improvements, and resolutions to be considered for adoption by this Board to authorize and define the County's participation.
- SECTION III. That this Board hereby authorizes the County Administrator and the Economic Development Director to work with legal and financial counsel to define the County's participation as it relates to the proposed financing package for the Polaris road improvements, and advise the Board and bring before it resolutions for consideration with respect to that participation.
- SECTION IV. That this Resolution hereby expressly repeals Resolution 99-573 adopted by this Board on July 8, 1999.
- SECTION V. This resolution shall be in full force and effect immediately upon its adoption.

The foregoing motion having been put to a vote, the result of the roll call was as follows:

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

Mr. Wuertz commented that at the time of annexation of Polaris, the City of Columbus provided a letter stating they would provide the same services to the area as they do to all the other areas of their City. Since they have entered into TIF agreements for improvements in other parts of their City, he feels they are obligated to do the same for Polaris.

Mrs. Martin added that at the time of annexation the City of Columbus was very supportive of the annexation and it was reported by the media that the City had

RESOLUTION NO. 99-592

Mrs. Martin moved to have a letter prepared to send to Columbus City Council expressing the concerns of this Board regarding services to the Polaris area. Said letter will ask Columbus City Council to consider the benefits of the proposed TIF agreement, and request that the City of Columbus fulfill its commitment to its city resident located in Delaware County. Mr. Ward seconded the motion.

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

RESOLUTION NO. 99-593

IN THE MATTER OF APPROVING DATE AND TIME FOR INFORMATIONAL SESSION TO DISCUSS ESTABLISHING TRANSPORTATION BOARD:

It was moved by Mrs. Martin, seconded by Mr. Ward to set date and time of information sessions to discuss establishing transportation board to operate DATA (Delaware Area Transportation Association). Sessions to be held **August 2, 1999, at 8:00 PM** and **August 9, 1999 at 10:00 AM.**

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

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999

RESOLUTION NO. 99-594

CONTINUATION OF PUBLIC HEARING – BASHAM LANE ROAD VACATION

Mr. Wuertz resumed the hearing at 9:31 AM

Mr. Flahive spoke on behalf of Mrs. Helber encouraging the Commissioners to grant the vacation because the area has been abandoned for a period of 21 years .

Mr. Jonathan Lewis, attorney for Mr. Grove spoke pointing out that the Commissioners must consider the public convenience or welfare of the community when making their decision.

RESOLUTION NO. 99-595

IN THE MATTER OF PETITION TO VACATE NORTHERN MOST 235 FEET OF BASHAM LANE:

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

WHEREAS, a petition signed by at least twelve freeholders of Delaware County residing in the vicinity of Basham Lane filed a petition to vacate the northern most 235 feet of Basham Lane (Township Road 298), pursuant to section 5553.04 of the Ohio Revised Code, with the Delaware County Commissioners on January 19, 1999.”

WHEREAS, the petition requests that the northern most 235 feet of Basham Lane be vacated due to the road being abandoned and not being improved or used for a period of twenty-one (21) years; and

WHEREAS, THE Delaware County Commissioners viewed the location of the proposed vacation on March 22, 1999, at 11:00 AM, and

WHEREAS, the Board of County Commissioners held a public hearing on the petition as advertised on March 29, 1999 – continued to June 1, 1999 – and continued to July 12, 1999.

WHEREAS, primary petitioner Bonnie Helber moved to amend said petition to vacate to include only the northern most 205 feet of Basham Lane, and

WHEREAS, the Delaware County Commissioners find that the northern most 205 feet of Basham Lane have been abandoned for a period of twenty-one (21) years, and

WHEREAS, the Delaware County Commissioners find that it will be for the public convenience or welfare to vacate said portion of Basham Lane.

NOW THEREFORE BE IT RESOLVED, that the northern most 205 feet of Basham Lane, excluding the eastern most seventeen (17) feet shall be vacated. The vacated portion of Basham Lane shall pass in fee to Bonnie Helber, as provided by law, subject to the preservation of any existing right of way. The Delaware County Engineer shall cause an accurate survey and plat to be made and filed with this Board.

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

Mrs. Martin stated her reasons for voting against this action as follows

“The Commissioners are not obligated to vacate just because the area was not used or maintained for the period of 21 years according to statutes and case law.

In order to vacate the Board must find that doing so is for the public convenience & welfare. The Supreme Court has said County Commissioners have discretionary power to vacate roads “presumably in order for the Board to become sensitive to the interest, requests, and needs of the community.

In this case the township trustees of Kingston oppose the vacation of roads which would take away the ownership of the Road at a time when they have been advised that they have obtained state funds to improve the road. Also the evidence has established that an abutting property owner on the north end of Basham Lane, James Grove has on occasion been required to use Basham Lane to access his property during wet weather and has had others enter through this manner.

Therefore, I do not find that it is appropriate for Board of Commissioners to exercise its discretionary power to order the vacation of Basham Lane to preclude its improvement by the Kingston Township Trustee and to some circumstance deny access to an abutting property owner.”

RESOLUTION NO. 99-596

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 1999

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS O. R. C. 121.22(G)(1) TO CONSIDER THE APPOINTMENT, EMPLOYMENT DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION, OR COMPENSATION OF A PUBLIC EMPLOYEE OR OFFICIAL... AT 10:08AM:

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

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

RESOLUTION NO. 99-597

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:55 AM:

It was moved by Mrs. Martin seconded by Mr. Wuertz to adjourn out of Executive Session:

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

10:00 AM Bid Opening for Berlin Township Drainage Improvements

Storts Escavating Inc.	\$36,664.40
S. E. Park Enterprise	\$29,230.10
Vititoe Construction Incorporation	\$30,603.21

2:00 PM Bid Opening for the Alum Creek Pump Station & Central Maintenance Facility

Wagner-Smith	S-99-1C	Electrical	\$1,160,000.00
Jess Howard	S-99-1C	Electrical	\$1,620,107.00
Settle Muter	S-99-1C	Electrical	\$1,779,348.00
Knight Electrical Inc.	S-99-1C	Electrical	\$1,720,000.00
Kokosing	S-99-1A	Complete – less electric	\$7,488,000.00
	S-99-1B	General	No Bid
Merit	S-99-1B	General	\$6,800,000.00
	S-99-1C	Electric	\$1,722,000.00
		If combinded – Deduct	\$14,000.00

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners