

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 21, 1999

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

James Ward , Deborah Martin, Donald Wuertz

8:00 Duncan Whitney, Prosecuting Attorney

Discussed various issues which required legal advise.

9:45 AM – Bid Opening for 1999 Resurfacing Program

Bids Opened

Kokosing Construction	\$3,358,112.98
Shelly & Sands	\$3,690,589.40
Northwood Stone & Asphalt	\$3,473,853.99

10:00 AM – Bid Opening for Bulk Gasoline & Diesel Fuels

Only One Bid Received

Petroleum Traders

9:00 AM – Regular Session

RESOLUTION NO. 99-500

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING AND CURRENT LITIGATION DISCUSSIONS... AT 8:18 AM:

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. 99-501

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AND INTO REGULAR SESSION AT 8: 47 AM:

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

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

RESOLUTION NO. 99-502

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD JUNE 7, 1999:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, June 7, 1999.

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

PUBLIC COMMENT

RESOLUTION NO. 99-503

IN THE MATTER OF APPOINTING CYNTHIA SEMACH AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVE TO THE LITTER ADVISORY BOARD

It was moved by Mr. Martin , seconded by Mr. Ward 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

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 at Delaware County, State of Ohio, appoint Cynthia Semach to the Litter Advisory Board.

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

RESOLUTION NO. 99-504

IN THE MATTER OF RE-APPOINTING INDIVIDUALS AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD

It was moved by Mr. Ward, seconded by Mrs. Martin 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

Whereas, the Board of Commissioners of Delaware County shall re-appoint individuals to the Delaware-Morrow Mental Health & Recovery Services Board for a four (4) year term of July 1, 1999, to June 30, 2003, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint Sarah Celeski and Richard Snouffer to the Delaware-Morrow Mental Health & Recovery Services Board.

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

RESOLUTION NO. 99-505

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 244500 THROUGH 245599 :

It was moved by Mrs. Martin seconded by Mr. Ward to approve for payment warrants 244499 through 245599 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-506

IN THE MATTER OF APPROVING THE MONTHLY TREASURER'S REPORT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the monthly Treasurer's Report

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

RESOLUTION NO. 99-507

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Martin seconded by Mr. Ward to approve the following travel expense requests.

Sanitary Engineer is requesting that Lita Chidester attend the Ohio water Environment Association Conference at Huron, Ohio on June 29 through July 2, 1999 in the amount of \$410.00.

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

RESOLUTION NO. 99-508

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

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

TRANSFER OF APPROPRIATIONS

FROM:	TO:	AMOUNT:
127-1270-010 Intensive Supervision Grant - Salaries	127-1270-011 Intensive Supervision Grant - Benefits	\$ 128.00

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

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RESOLUTION NO. 99-509

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 1.042, MORE OR LESS, ACRES FROM SCIOTO TOWNSHIP TO VILLAGE OF OSTRANDER AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Scioto Township to Village of Ostrander, and

Whereas, David Grodon, 40 North Sandusky Street, Delaware Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, **September 7, 1999, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 99-510

IN THE MATTER OF FORWARDING THE LIQUOR LICENSE REQUESTS OF ROADHOUSE GRILL, INC. TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING AND REQUESTING A HEARING FOR THE ROADHOUSE GRILL, INC. NEW LIQUOR LICENSE REQUEST:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that Uncle Doms, Inc., has applied for a C1 – C2 – D6 Liquor Permit for the business located at 2475 Africa Road, Berlin Township, Galena, Ohio 43021; and the Orange Township Trustees that the Roadhouse Grill Inc. has applied for a D5 I Liquor Permit for the business located at 8661 Columbus Pike, Orange Township, Lewis Center, Ohio 43035.

Whereas, the Berlin Township Trustees have stated they have no objection, and the Orange Township Trustees have stated they have no objection, and the Delaware County Commissioners have received no objections from the residents of the area.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested for Uncle Doms, Inc.

Be it Further Resolved, The Clerk of the Board shall completed the necessary forms and notify the Ohio Liquor Control that the Board of County Commissioners do request a hearing for the request of Roadhouse Grill, Inc. doing business as Roadhouse Grill, 8661 Columbus Pike, Lewis Center, Ohio 43035..

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

RESOLUTION NO. 99-511

IN THE MATTER OF APPROVING PETITION FROM CITY OF DELAWARE TO CHANGE BOUNDARY LINES OF DELAWARE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF DELAWARE (293.369 ACRES) RESOLUTION 99-35 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE CITY OF DELAWARE:

It was moved by Mrs. Martin, seconded by Mr. Ward that pursuant to a petition from the City of Delaware, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Delaware Township annexed to the City of Delaware by their Ordinance 99-23 be hereby changed to be coterminous with the corporate boundaries of the City of Delaware.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer’s Map Department along with description and map.

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

RESOLUTION NO. 99-512

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IN THE MATTER OF APPROVING PETITION FROM CITY OF WESTERVILLE TO CHANGE BOUNDARY LINES OF ORANGE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF WESTERVILLE (97.953 ACRES) RESOLUTION 99-09 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE CITY OF WESTERVILLE:

It was moved by Mr. Ward, seconded by Mrs. Martin that pursuant to a petition from the City of Westerville, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Orange Township annexed to the City of Westerville by their Ordinance 99-16 be hereby changed to be coterminous with the corporate boundaries of the City of Westerville.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer's Map Department along with description and map.

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

RESOLUTION NO. 99-513

IN THE MATTER OF APPROVING PETITION FROM CITY OF DELAWARE TO CHANGE BOUNDARY LINES OF DELAWARE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF DELAWARE (10.05 ACRES) RESOLUTION 99-19 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE CITY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mrs. Martin that pursuant to a petition from the City of Delaware, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Delaware Township annexed to the City of Delaware by their Ordinance 99-10 be hereby changed to be coterminous with the corporate boundaries of the City of Delaware.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer's Map Department along with description and map.

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

RESOLUTION NO. 99-514

IN THE MATTER OF APPROVING PETITION FROM CITY OF DELAWARE TO CHANGE BOUNDARY LINES OF DELAWARE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF DELAWARE (141.7 ACRES) RESOLUTION 99-20 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE CITY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mrs. Martin that pursuant to a petition from the City of Delaware, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Delaware Township annexed to the City of Delaware by their Ordinance 99-11 be hereby changed to be coterminous with the corporate boundaries of the City of Delaware.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer's Map Department along with description and map.

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

RESOLUTION NO. 99-515

IN THE MATTER OF APPROVING PLAT FOR DAKHTEH TWO; RIVERBEND, SECTION 2 & 3 WALKER WOOD, SECTION 10, PHASES 1 & 2; BIG BEAR, SECTION 9 AND INDIGO RUN PLAT:

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

Dakhteh Two Subdivision

Engineering Plans – Section 3, Township 4, Range 19, United States military Lands, Concord township, Delaware County, Ohio

River Bend Subdivision, Section 2

Site Development Plans – Part of Farm Lots 16 & 17, Section 3, Township 3N, Ranges 18W, United States Military Lands, Orange Township, Delaware County, State of Ohio

River Bend Subdivision, Section 3

Site Development Plans – Part of Farm Lots 16 & 17, Section 3, Township 3N, Ranges 18W, United States Military Lands, Orange Township, Delaware County, State of Ohio

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Walker Wood, Section 10, Phases 1 & 2

Street, Storm and Water Improvements – Farm Lots 4 & 23, Quarter Township 4, Township 3, Range 18, United States Military Lands, Orange Township, County of Delaware, State of Ohio.

Big Bear Farms, Section 9

Street, Storm & Water Improvements – Located in Farm Lots 10 & 11, Quarter Township 3, township 3, Range 19, United States military Lands, Township of Liberty, County of Delaware, State of Ohio

Indigo Run Subdivision

Situated in the Township of Kingston, County of Delaware, State of Ohio and being part of Farm Lots 1 & 2, quarter Township 5, Township 5, Range 17, in the United States Military Lands. Being a subdivision of 38.657 Acres, being 24.550 Acres out of an original 69.53 Acres Owned by Sugar Creek partnership, as recorded in Deed Book 605, Page 43 and 14.107 Acres owned by Thomas and Elizabeth A. Filbert as recorded in Deed Book 662, Page 449 in the Delaware County Recorder’s Office. Lot fee in the amount of \$9.00.

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

RESOLUTION NO. 99-516

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR GALENA POINTE:

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

Galena Pointe

The roadway construction has been completed for the referenced subdivision, and as a result of the engineering field review, it has been determined that minor remedial work will be required during the year 2000 construction season.

In accordance with the Subdivider’s Agreement, it is recommended that the maintenance bond be set at \$16,955 for the duration of the one year maintenance period. Letter of Credit for that amount is provided.

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

RESOLUTION NO. 99-517

IN THE MATTER OF ACCEPTING ROADS IN WEDGEWOOD, SECTION 9; MEADOWS AT CHESHIRE, SECTION 2, PHASE 3; AND WOODLANDS OF LOCH LOMOND, PHASE 1:

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

Meadows at Cheshire, Section 2, Phase 3 – Berlin Township

An extension of 0.06 mile to **Township Road Number 761, Steward Road**

- ◆ **Meadowshire Road**, to be known as **Township Road Number 84**
- ◆ **Burnett Drive**, to be known as **Township Road Number 844**
- ◆ **Lora Lane**, to be known as **Township Road Number 845**

Return the Letter of Credit being held as maintenance surety to the developer, Dominion Homes

Wedgewood, Section 9 – Liberty Township

- ◆ An extension of 0.26 mile to **Township Road Number 545, Canterbury Drive**
- ◆ **Silver Plum Court**, to be known as **Township Road Number 846**

Return the Letter of Credit being held as maintenance surety to the developer, Stratford Development Company

Woodlands of Loch Lomond, Phase 1 – Liberty Township

- ◆ An extension of 0.12 mile to **Township Road Number 476, Churchill Drive**

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Return the Letter of Credit being held as maintenance surety to the developer, Loch Lomond Company

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

RESOLUTION NO. 99-518

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN MEADOWS AT CHESHIRE, SECTION 2, PART 3; AND WEDGEWOOD , SECTION 9 :

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

Meadows at Cheshire, Section 2, Phase 3

- ◆ On Township Road Number 843, Meadowshire Road, at its intersection with County Road Number 72, Cheshire Road
- ◆ On Township Road Number 844, Burnett Drive, at its intersection with Township Road Number 843, Meadowshire Road
- ◆ On Township Road Number 844, Burnett Drive, at its intersection with Township Road Number 761, Steward Road
- ◆ On Township Road Number 845, Lora Lane, at its intersection with Township Road Number 761, Steward Road

Wedgewood, Section 9

- ◆ On Township Road Number 846, Silver Plum Court, at its intersection with Township Road Number 545, Canterbury Drive

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

RESOLUTION NO. 99-519

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR SHERBROOK, SECTION 5:

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

THIS AGREEMENT executed on this _____ day of June 21, 1999, between **TUSSIC ROAD ASSOCIATES** as evidenced by the **SHERBROOK PHASE 5** 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

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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-SEVEN THOUSAND FOUR 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.

EXHIBIT "A"

CONSTRUCTION ESTIMATE – STREET	\$661,730.00
CONSTRUCTION ESTIMATE – EROSION	84,850.00
CONSTRUCTION ESTIMATE – STORM	218,018.50
CONSTRUCTION ESTIMATE – SIGNAGE	<u>1,755.00</u>
TOTAL	\$966,353.50

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

RESOLUTION NO. 99-520

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

It was moved by Mr. Ward , seconded by Mrs. Martin to approve the following right-of-way work permit summary sheet:

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<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2200	Ameritech	Olde Worthington Road	Relocate telephone cable
2203	Sprint Telephone	Monkey Hollow Road	Place buried cable
2204	Ameritech	Tussic Street Road	Bury telephone cable
2205	General Telephone	Hollenback Road	Place telephone cable
2207	General Telephone	Cheshire Road	Bury telephone cable

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

RESOLUTION NO. 99-521

IN THE MATTER OF ACCEPTING THE PLANS/SPECIFICATIONS FOR THE BERLIN TOWNSHIP DRAINAGE IMPROVEMENTS AND AUTHORIZING SECURING BIDS FOR SAME

It was moved by Mrs. Martin seconded by Mr. Ward 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 for the purpose of addressing local government needs; and

WHEREAS, Delaware County has been awarded FY 98 Formula CDBG funds by the Ohio Department of Development (ODOD) to facilitate the implementation of community redevelopment projects throughout the County, with one such project being the Berlin Township Drainage Improvements Project in Cheshire; and

WHEREAS, Berlin Township’s consulting engineer has completed the plans and specifications for the referenced project.

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 plans and specifications for the Berlin Township Drainage Improvements Project.

SECTION II. That the Board of Commissioners sets the date of Monday, July 12 at 10:00 a.m. to open bids on the referenced Project.

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

RESOLUTION NO. 99-522

IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR RIVERBEND, SECTION 5; TARTAN FIELDS, PHASES 12, 13, 16, 17, & 18; VILLAS AT RIVERBEND AND VILLAGE AT HARVEST WIND :

It was moved by Mr. Ward seconded by Mrs. Martin to approve sanitary sewer plans for River Bend, Section 5; Tartan Fields, Phases 12 & 13; Tartan Fields, Phases 16, 17, & 18; Villas at Riverbend; and Village at Harvest Wind.

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

RESOLUTION NO. 99-523

IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENTS WITH TARTAN FIELDS, PHASE 14; VILLAGES OF OAK CREEK, PHASE 10, PARTS A & B; SHERBROOK, SECTION 5; AND WHITETAIL MEADOWS:

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

Tartan Fields, Phase 14

This agreement executed on this 21st day of June, 1999, by and between N H G DEVELOPMENT SUBDIVIDERS, as evidenced by the TARTAN FIELDS PHASE 14 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 (\$224,576.40) which is

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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 \$13,400.00 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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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.

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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.

Vilages of Oak Creek, Phase 10, Parts A & B

This agreement executed on this 21st day of June, 1999, by and between HOMEWOOD CORPORATION SUBDIVIDER,, as evidenced by the VILLAGES OF OAK CREEK, PHASE 10, PARTS A & B Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$141,600.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for 48 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 (\$120,974.30) 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 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

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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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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.

Sherbrook, Section 5

This agreement executed on this 21st day of June, 1999, by and between M/I SCHOTTENSTEIN HOMES SUBDIVIDER, as evidenced by the SHERBROOK, SECTION 5 Subivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$242,640.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, PLUS A Surcharge of \$420.00 for each single family residential connection, for 72 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in

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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 (\$314,3254.48) 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 \$15,700.00 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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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.

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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.

Whitetail Meadows

This agreement executed on this 21st day of June, 1999, by and between THE SLANE COMPANY SUBDIVIDER ,, as evidenced by the WHITETAIL MEADOWS Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and THE BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$77,510.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a surcharge of \$420.00 for each single family residential connection, for 23 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 (\$80,600.00) 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.

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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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-524

IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN HIGHLAND LAKES EAST,

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SECTION 11, PHASE 2; THE SHORES, SECTION 11; WALKER WOOD, SECTION 2, PART 1 AND WALKER WOOD, SECTION 5 OFFSITE:

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

Highland Lakes East, Section 11, Phase 2

520 feet of 8 inch sewer 4 manholes
540 feet of 12 inch sewer

The Shores, Section 11

3077 feet of 8 inch sewer 14 manholes

Walker Wood Section 2, Part 1

1100 feet of 8 inch sewer 5 manholes

Walker Wood Section 5 Offsite Sewer Extension

5 feet of 8 inch sewer 9 manholes
2410 feet of 10 inch sewer

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

RESOLUTION NO 99-525

IN THE MATTER OF APPROVING EASEMENT WITH AMERICAN ELECTRIC POWER:

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

Delaware County Commissioners "Grantor(s)" in consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 850 Tech Center Dr., Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement, "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in Liberty Township, Delaware County, Ohio, and being part of Section No(s). 3 Township No(s). 3 and Range No(s). 18 (69.70 acres +) Survey, in Deed/Official Record Volume(s) Deed Book 403 Page(s) 515, dated 10-29-76 of the Delaware County Recorder's Office:

Said lines shall be constructed within the limits of a ten (10) foot wide strip of land, the centerline being the electric cable as installed beneath the surface of the ground. The approximate location of which is shown on the attached drawing marked Exhibit "A", and made a part hereof.

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation deeper than eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences,

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drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 22nd day of June, 1999.

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

RESOLUTION NO. 99-526

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR OECC SLUDGE TANK COVERS:

It was moved by Mr. Ward, seconded by Mrs. Martin to reject all bids received for the OECC Sludge Tank Covers.

Whereas all bid received were either non compliant or above the 10% allowed by code, all bids are rejected

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

RESOLUTION NO. 99-527

IN THE MATTER OF MODIFYING THE BID OPENING DATE AND TIME FOR THE ALUM CREEK PUMP STATION & CENTRAL MAINTENANCE FACILITY

It was moved by Mr. Ward, seconded by to change the bid opening date from June 21, 1999 at 2:00 PM to July 12, 1999, at 2:00 PM.

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

RESOLUTION NO. 99-528

IN THE MATTER OF APPROVING A BUDGET REVISION FOR THE FY 1999 RECLAIM OHIO PROGRAM:

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

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

RESOLUTION NO. 99-529

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Laura J. Ruttig is recommended for hire as a Summer Intern/Temp at the OECC; effective date of hire is June 22, 1999.

Kara M. Reynolds is recommended for hire as a Summer Intern/Temp at the OECC; effective date of hire is June 22, 1999.

Michael Landon is recommended for hire as a Temporary Summer Position for Groundskeeping; effective date of hire is June 22, 1999.

Janette Adkins is recommended for hire as a Temporary Summer Position for Painting; effective date of hire is June 22, 1999.

Bradley Haynes has resigned his position as a part-time Med Tech I; effective date of termination is June 10, 1999.

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

Mr. Williams read the letter of resignation from Jerry Thompson, Director of Human Services; effective date of resignation is July 16, 1999.

RESOLUTION NO. 99-530

IN THE MATTER OF ADOPTING MARKET UPDATES FOR CODE COMPLIANCE INSPECTORS UNDER THE DELAWARE COUNTY COMPENSATION MANAGEMENT SYSTEM

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FOR 1999:

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

- Whereas, Commissioners Resolution 98-483 resolves that the Delaware County Compensation Management System be reviewed every eighteen (18) months, but no longer than every other year, and
- Whereas, The original wage charts were created using market figures researched in May of 1997, and
- Whereas, The Board of Commissioners of Delaware County contracted with Advanced Management Systems, Inc. on September 21, 1998, under Resolution 98-792, to perform a market review of the wage charts, and
- Whereas, Advanced Management Systems, Inc. has performed this market review, and a new scale is for Code Compliance Inspectors has been prepared as follows:
- Therefore Be It Resolved the following chart be adopted as the Wage Schedule for Code Compliance Inspectors

Delaware County Code Compliance

Wage Schedule

PAT - SPECIAL –Code Compliance Inspectors

Skill Level	Point Range	Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A	
1	100-195	\$ 11.58	\$ 12.16	\$ 12.77	\$ 13.41	\$ 14.08	\$ 14.78	\$ 15.52	Hourly
		\$ 926	\$ 973	\$ 1,021	\$ 1,072	\$ 1,126	\$ 1,182	\$ 1,241	Biweekly
		\$ 24,086	\$ 25,290	\$ 26,555	\$ 27,883	\$ 29,277	\$ 30,741	\$ 32,278	Annually
2	200-295	\$ 13.05	\$ 13.70	\$ 14.39	\$ 15.11	\$ 15.86	\$ 16.65	\$ 17.49	Hourly
		\$ 1,044	\$ 1,096	\$ 1,151	\$ 1,208	\$ 1,269	\$ 1,332	\$ 1,399	Biweekly
		\$ 27,142	\$ 28,499	\$ 29,924	\$ 31,421	\$ 32,992	\$ 34,641	\$ 36,373	Annually
3	300-395	\$ 14.70	\$ 15.44	\$ 16.21	\$ 17.02	\$ 17.87	\$ 18.77	\$ 19.71	Hourly
		\$ 1,176	\$ 1,235	\$ 1,297	\$ 1,362	\$ 1,430	\$ 1,501	\$ 1,576	Biweekly
		\$ 30,586	\$ 32,116	\$ 33,721	\$ 35,408	\$ 37,178	\$ 39,037	\$ 40,989	Annually
4	400-495	\$ 16.57	\$ 17.40	\$ 18.27	\$ 19.18	\$ 20.14	\$ 21.15	\$ 22.21	Hourly
		\$ 1,326	\$ 1,392	\$ 1,462	\$ 1,535	\$ 1,611	\$ 1,692	\$ 1,777	Biweekly
		\$ 34,467	\$ 36,191	\$ 38,000	\$ 39,900	\$ 41,895	\$ 43,990	\$ 46,190	Annually
5	500-595	\$ 18.67	\$ 19.61	\$ 20.59	\$ 21.62	\$ 22.70	\$ 23.83	\$ 25.02	Hourly
		\$ 1,494	\$ 1,569	\$ 1,647	\$ 1,729	\$ 1,816	\$ 1,907	\$ 2,002	Biweekly
		\$ 38,841	\$ 40,783	\$ 42,822	\$ 44,963	\$ 47,211	\$ 49,572	\$ 52,050	Annually
6	600-695	\$ 21.04	\$ 22.10	\$ 23.20	\$ 24.36	\$ 25.58	\$ 26.86	\$ 28.20	Hourly
		\$ 1,683	\$ 1,768	\$ 1,856	\$ 1,949	\$ 2,046	\$ 2,149	\$ 2,256	Biweekly
		\$ 43,769	\$ 45,958	\$ 48,255	\$ 50,668	\$ 53,202	\$ 55,862	\$ 58,655	Annually

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

10:00 AM – Curbside Household Hazardous Waste Recycling Program

- Roger Wren
- Keith Bailey
- Mike Adelsberger

RESOLUTION NO. 99-531

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS ORC 121.22(G)(1) TO CONSIDER THE APPOINTMENT, EMPLOYMENT

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DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION, OR COMPENSATION OF A PUBLIC EMPLOYEE OR OFFICIAL... AT 10:20AM:

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

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

RESOLUTION NO. 99-532

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 11:10 AM:

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

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

7:30 PM – Enterprise Zone Agreement – Qwest Project – Orange Township Hall

RESOLUTION NO. 99-533

IN THE MATTER OF AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE AGREEMENT WITH QWEST COMMUNICATIONS CORPORATION AND AIRTIGHT, LTD

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

Whereas, Delaware County has via Resolution Number 93-317 designated an area in Orange Township as a Rural Jobs and Enterprise Zone and has encouraged the development of real property therein, and

Whereas, the Director of Development of the State of Ohio has certified said area in Delaware County as a Rural Jobs and Enterprise Zone, effective the 21st day of May, 1993.

Whereas, Qwest Communications Corporation, (hereinafter referred to as Qwest) has applied for incentives for a proposed expansion project in said Zone under Chapter 5709 of the Ohio Revised Code;

Whereas, the Negotiating Committee for said Zone has reviewed the application as submitted by Qwest and met with representatives of Qwest to negotiate an Enterprise Zone Agreement, a copy of which is attached hereto.

Now Therefore, Pursuant to the Foregoing, Be It Hereby Resolved by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- Section 1. The Board of Commissioners recognizes that the Negotiating Committee for the Delaware County Rural Jobs and Enterprise Zone has investigated the application submitted by Qwest, and determined that the company is qualified to create job opportunities in said Zone.
- Section 2 The Board of Commissioners hereby authorizes the President of the Board to participate in the execution of the attached Enterprise Zone Agreement for the Qwest Expansion Project.
- Section 3 The Delaware County Administrator is directed to formally notify the Olentangy Local School District and Delaware Joint Vocational School of this action, and to submit copies of the Agreement after it is executed to the Ohio Department of Development and Taxation.

Agreement with Qwest

This agreement made and entered into by and between Orange Township, Ohio with its main offices located at 7307 South Old State Road, Lewis Center, Ohio 43035 (hereinafter referred to as "Township"), the Board of County Commissioners of Delaware County, Ohio with its main offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the "County"), Qwest Communications Corporation, (hereinafter referred to as "Qwest") with its regional office located at 4650 Lakehurst Court, Dublin, Ohio 43016, and Airtight, Ltd. (hereinafter referred to as "Airtight", with its main offices located at 150 East Broad Street, Columbus, Ohio 43215.

WITNESSETH;

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, Qwest is desirous of expanding its long distance telephone and communication services at a 60,000 data center to be located on an 8-acre site in the Green Meadows Industrial Park in order to permit expansion of Qwest's product lines (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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WHEREAS, the Board of Trustees of Orange Township, Ohio, by Resolution Number 114-93 adopted on May 10, 1993, and Resolution Number 93-317 adopted by the County on May 17, 1993, designated the area as an Enterprise Zone pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective the 21st day of May, 1993 the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 93-317 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area an Enterprise Zone under said Chapter 5709; and

WHEREAS, the County having the appropriate authority for the stated type of project is desirous of providing Qwest and Airtight with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Qwest has submitted a proposed agreement application (herein attached as Exhibit A) to the County pursuant to 5709.62(B) of the Ohio Revised Code, said application hereinafter referred to as "APPLICATION"; and

WHEREAS, Qwest has remitted the required state application fee of \$500.00 made payable to the Ohio Department of Development with the application to be forwarded with the final agreement; and

WHEREAS, the Negotiating Committee for Orange Township/Delaware County has investigated the application of Qwest and has recommended the same to the Orange Township Trustees and the Delaware County Board of Commissioners on the basis that Qwest is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of Delaware County; and

WHEREAS, the project site as proposed by Qwest is located in the Olentangy Local School District and the Boards of Education of the Olentangy Local School District and Delaware Joint Vocational School have been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 5709.63(A) and in conformance with the format under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Airtight shall construct a 60,000 SF facility located on Green Meadows Drive North in the Green Meadows Industrial Park in Orange Township to house Qwest's data center operations. The cost of the real property improvement associated with the construction of this facility is estimated to be \$2,400,000.00; the additional cost of leasehold improvements by Qwest is estimated to be \$8,000,000.00. Qwest shall be the tenant in the facility to be constructed at the PROJECT site.

In addition, Qwest will purchase new equipment and miscellaneous furniture and fixtures. The investment in machinery and equipment and furniture and fixtures is estimated to be \$150,250,000.00.

Qwest shall invest \$0.00 in new inventory in conjunction with this PROJECT.

The PROJECT will involve a total investment by Qwest and Airtight of \$160,650,000.00 (One Hundred Sixty Million Six Hundred Fifty Thousand Dollars), plus or minus ten percent, at the PROJECT site in Orange Township, Ohio. Included in this total investment are: \$10,400,000.00 (Ten Million Four Hundred Thousand Dollars, for construction of the facility at the PROJECT site and installation of leasehold improvements therein; \$150,250,000.00 (One Hundred Fifty Million Two Hundred Fifty Thousand Dollars) to purchase first used equipment and furniture and fixtures; and \$0.00 (Zero Dollars) in new inventory.

The PROJECT will begin on or about July 1, 1999 and all acquisition, construction and installation will be completed by December 31, 2000.

The total investment of this EXPANSION project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures as evidenced in Exhibit A. The PROJECT is determined to be eligible as a significant new investment via the construction and equipping of a major facility.

2. Qwest shall create within a time period not exceeding 18 months after the commencement of construction of the aforesaid data center facility, the equivalent of 30 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities and 0 part-time temporary job opportunities.

Qwest's schedule for hiring is as follows: 30 jobs in year one, 0 jobs in year two, and 0 jobs in year

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three. The job creation period begins with the effective date of this agreement, and the 30 new jobs will be in place at the project site by December 31, 2000.

Qwest currently has 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time employees at the PROJECT site. In total, Qwest has 1,500 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees in the State of Ohio.

This increase in the number of new employees via the full implementation of the PROJECT will result in approximately \$1,500,000 (One Million Five Hundred Thousand Dollars) of additional annual payroll for Qwest. The following is an itemization by the type of new jobs created: full-time permanent \$1,500,000, full-time temporary \$0, part-time permanent \$0, and part-time temporary \$0.

3. Qwest and Airtight shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council. Qwest shall submit an employment plan to be updated annually which establishes goals for new employees. This Plan, based on a best faith effort, shall include the following criteria:
 - a. At least 15% of the new hires must come from Delaware County residents meeting one or more of the following classifications:
 1. Unemployed for at least 6 months.
 2. Recipient of A.D.C., general relief, or unemployment assistance.
 3. Handicapped.
 4. Resident of the Enterprise Zone and/or Delaware County for at least one year.

Qwest shall meet this employment goal on the basis of jobs taken by or made available to County residents. In this respect, Qwest may provide documentation that County residents were given adequate opportunity and consideration during the hiring process. This documentation shall include evidence that all job openings have been openly advertised on an equal opportunity basis in local newspapers of general circulation, and that at a minimum, the openings have been screened through or listed with the following entities: Olentangy Local School District; Delaware Joint Vocational School, CORC Job Training, and OSU-Marion; Ohio Wesleyan University; and the Delaware OBES office. In keeping with its intention to assume its responsibilities as a responsible member of the Delaware County business community, Qwest agrees to maintain a membership in the Delaware Area Chamber of Commerce.

4. The County hereby grants a tax exemption pursuant to Section 5709.63 of the Ohio Revised Code for taxable new tangible personal property described as eligible first-used equipment and furniture and fixtures acquired as part of the PROJECT. The tax exemption amount shall be 55% for 10 years on all eligible equipment and furniture and fixtures acquired as part of the PROJECT.

Each identified project improvement will receive a ten year exemption period. The exemption commences the first year for which the tangible personal property tax would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2000 nor extend beyond December 31, 2010.

5. The County hereby grants a tax exemption pursuant to Section 5709.63 of the Ohio Revised Code for eligible taxable new tangible personal property consisting of new inventory acquired in conjunction with the PROJECT. The tax exemption amount shall be 0% for 10 years on all eligible taxable inventory acquired as part of the project.

Each identified project improvement will receive a five year exemption period. The 0% exemption commences the first year for which the tangible personal property would be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2000 nor extend beyond December 31, 2007.

6. The County hereby grants a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.63 of the Ohio Revised Code and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
1	55%
2	55%
3	55%
4	55%
5	55%
6	55%
7	55%

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8	55%
9	55%
10	55%

Each identified project improvement will receive a 55% exemption for the ten year exemption term. The exemption commences the first tax year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2000 nor extend beyond December 31, 2010.

7. Qwest shall make annual payments in the amount of \$50,000 during the term of this Agreement to the Community Foundation of Delaware County to benefit educational initiatives for the sole benefit of the Olentangy Local School System. These payments shall be subject to the terms and conditions of a separate Compensation Agreement between Qwest and the Community Foundation of Delaware County.
8. Qwest shall pay an annual fee of five hundred dollars for the first two years that this agreement is in effect. The fee shall be made payable to Delaware County once per year for calendar years 2000 and 2001, and shall be due on the anniversary date of the signing of this agreement. The fee shall be paid by check made out to Delaware County and shall be submitted to the County Commissioners Office. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Ohio Revised Code and by the tax incentive review council created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section. The County expressly waives the payment of the annual fee for the third through tenth years of this Agreement.
9. As applicable, Qwest and Airtight must file the appropriate tax forms (DTE 23) with the Delaware County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this agreement. The #913 Ohio tax form must be filed annually. Copies of these tax forms shall also be provided annually to the applicable Tax Incentive Review Council.
10. Qwest and Airtight shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Qwest or Airtight fail to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
11. Delaware County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
12. If for any reason said Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the Orange Township Trustees or the Delaware County Board of Commissioners revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Qwest or Airtight materially fail to fulfill their obligations under this agreement and Delaware County terminates or modifies the exemptions from taxation granted under this agreement.
13. If Qwest or Airtight materially fails to fulfill its obligations under this agreement, or if Delaware County determines that the certification as to delinquent taxes required by this agreement is fraudulent, Delaware County and the Orange Township may terminate or modify the exemptions from taxation granted under this agreement. Furthermore, if Qwest ceases operations at the PROJECT site during the term of this Agreement, Delaware County and Orange Township shall require that Qwest and Airtight repay the amount of taxes that would have been payable in the prior in the two prior years of the Agreement before the defined date of cessation, had the property not been exempted from taxation under this Agreement. For purposes of definition, "ceases operations" shall be defined as the discontinuing of data center functions at the PROJECT site.
14. Qwest and Airtight hereby certify that at the time this agreement is executed, Qwest and Airtight do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which Qwest and Airtight are liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, Qwest and Airtight are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Qwest or Airtight. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
15. Qwest, Airtight, Orange Township, and Delaware County acknowledge that this Enterprise Zone Agreement must be approved by formal action of the legislative authority of Orange Township and

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Delaware County as a condition for the agreement to take effect. This agreement takes effect upon such approval. A copy of this agreement must be forwarded to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized.

- 16. Delaware County has developed a policy to ensure that recipients of Enterprise Zone tax benefits practice non-discrimination in their operations. By executing this agreement, Qwest and Airtight are committed to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
- 17. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Qwest or Airtight, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
- 18. The tax exemption benefits of this agreement cannot be assigned or transferred without the express written consent of Delaware County and Orange Township.

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by Donald E. Wuertz, its President, and pursuant to Resolution Number 99-533, has caused this instrument to be executed this 21st day of June, 1999; Orange Township, Ohio by Marion G. Moffett, its Chairman, and pursuant to Resolution Number 99-___, has caused this instrument to be executed this 21st day of June, 1999; Qwest Communications Corporation by _____, its _____ has caused this instrument to be executed this 21st day of June, 1999; and Airtight Ltd. by _____, its _____ has caused this instrument to be executed this 21st day of June, 1999.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners