

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 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

Duncan Whitney, Delaware County Prosecuting Attorney

RESOLUTION NO. 99-186

IN THE MATTER OF APPROVAL OF BUTLER PROPERTY SETTLEMENT:

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

This Agreement is made effective the 8th day of March, 1999, by and among the Board of County Commissioners of Delaware County, Ohio (the "Board"), and Bernard E. Butler, Harry I. Butler, Mathew Butler, Richard E. Butler, Paul Butler, Carl Butler, Matilda Bierbauer, Lindell Bridgewater, Caroline Butler, and Betty Elzey (collectively, "Owners") and Planned Communities, Inc. (Developer).

- A. Owners are the owners of a 27/28ths undivided interest in certain unimproved land (the "Property") in Delaware County, consisting of approximately 10.56 acres and being more fully described on the attached Exhibit 1.
- B. The Board instituted a proceeding on September 3, 1998, styled *Board of County Commissioners of Delaware County, Ohio v. Bernard E. Butler, et al.*, Case No. 98CV-H-09-318 (Delaware Cty. Common Pleas Court) (the "Proceedings") to take such property pursuant to its eminent domain power on behalf of Delaware County for the installation of County Sewer lines.
- C. Developer has developed property adjacent to the Property for residential homes and desires to obtain an easement across the Property for the installation of sewer lines.
- D. Owners desire to settle their claims with the Board for compensation for the taking of the Property and to provide for the grant of a license to Developer. Owners acknowledge that the Board may, after taking title to the Property in the Proceedings or under this Agreement, dispose of any portion of such Property without affecting the terms of this Agreement or Owners compensation hereunder.

NOW, THEREFORE, being in agreement as to the above recitals, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows.

1. **License and Payment.** Owners hereby grant Developer the right to enter upon the Property and to use such Property for the purpose of construction, installing, and operating sewer lines across, under and through such Property and for all other purposes incident thereto provided that such use does not in any way interfere with the installation of County Sewer lines by Delaware County as authorized by the Board. In consideration for such license and right to enter the Property, Developer shall pay the amount of \$23,000 to the law firm of Clark & Hedien in trust for the benefit of Owners. Such amounts shall not be distributed by Clark & Hedien to Owners until such time as the Court's entry of judgement in the Proceedings. The rights granted to Developer under this paragraph shall be deemed contract rights of the Developer, and shall not constitute an interest in the Property.
2. **Payment by the Board.** The Board shall pay to Owners the total sum of \$15, 428.57 for their entire right in and title to the Property. The payment from the Board shall be made to the law firm of Clark & Hedien in trust for the benefit of Owners.. Such amount shall not be distributed by Clark & Hedien to Owners until such time as the Court's entry of judgement in the Proceedings. Clark & Hedien shall act as Owners agents for purposes of receiving such payment and distributing the same to Owners.
3. **Eminent Domain Proceeding,** Owners shall, as requested by the Board, enter into an agreed motion, consent order and entry, and/or such other pleadings or motions as the Board deems appropriate to schedule the trial in the Proceedings as expeditiously as possible such that the County may take clear title to the Property. Owners will further enter into a stipulation with the Board, upon request, establishing the value of the property at \$16,000 for purposes of the Proceedings.
4. **Developer Easement.** The Board, on behalf of Delaware County, shall for \$1 grant to Developer an easement (the "Developer Easement") by execution of a deed of easement in the form attached hereto as Exhibit 2 immediately upon the filing of the Court's entry in the Proceedings.
5. **Release of Claims.** Upon payment of the amounts and in the manner specified in Paragraph 1 of this Agreement, the Owners shall be deemed to have released the Board ,

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

the County of Delaware and all others acting for or on behalf of either from all claims of any form arising out of the taking of the Property in the Proceedings.

6. **Authority.** Each of the persons executing this Agreement represents and warrants that he, she, or they have the authority to enter into the Agreement on behalf of the party whom they purport to represent and to legally bind such party to the terms hereof.
7. **Attorney's Fees and Expenses.** Each of the parties hereto shall pay his or its own costs and expenses, including attorney's fees, incurred in connection with the Proceedings, the settlement thereof, and/or this Agreement.
8. **Binding Effect.** All provisions of this Agreement shall be binding only upon the execution of this Agreement by all parties and upon such execution, this Agreement shall be binding upon the parties and their heirs, legal representatives, successors and assigns.
9. **Counterparts.** This agreement may be executed with any number of counterpart signature pages and shall for all purposes, be deemed to be original.

IN WITNESS THEREOF, the parties have executed this agreement effective upon the day first above written.

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

RESOLUTION NO. 99-187

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD MARCH 1, 1999:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, March 1, 1999.

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

PUBLIC COMMENT

RESOLUTION NO. 99-188

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 236557 THROUGH 237053:

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 236557 through 237053 as on file in the office of the Delaware County Commissioners

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

RESOLUTION NO. 99-189

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.

OECC is requesting that Lyndon Johnson attend the Section Meeting at Gambier on March 18, 1999, in the amount of \$15.00.

OECC is requesting that Paul Sandstrom attend a Technical Session at Gambier on March 18, 1999, in the amount of \$15.00.

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

RESOLUTION 99-190

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

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following Transfer of Funds, Appropriations and Supplemental Appropriations:

SUPPLEMENTAL

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-2580-020	General Fund - Educational Program for Parents	\$ 2,500.00
001-2570-010	General Fund - Intensive Supervision Salaries	\$ 30,000.00
001-2570-012	General Fund - Intensive Supervision PERS	\$ 3,929.50
001-2570-013	General Fund - Intensive Supervision Medicare	\$ 377.00
001-2570-015	General Fund - Intensive Supervision Supplies	\$ 2,500.00
001-2570-020	General Fund-Intensive Supervision Svcs & Chrgs	\$ 5,000.00
127-1270-010	Community Based Corrections - Salaries	\$ 5,000.00
127-1270-011	Community Based Corrections - Benefits	\$ 1,329.49
127-1270-012	Community Based Corrections - PERS	\$ 677.50
127-1270-013	Community Based Corrections - Medicare	\$ 82.33
127-1270-015	Community Based Corrections - Supplies	\$ 4,950.00
127-1270-020	Community Based Corrections - Svcs & Chrgs	\$ 10,312.00
127-1270-040	Community Based Corrections - Equipment	\$ 4,648.68

**TRANSFER OF
APPROPRIATIONS**

FROM:	TO:	AMOUNT:
001-0120-020 General Fund-Commissioners Svcs & Chrgs	001-0180-020 General Fund - Personnel Svcs & Chrgs	\$ 10,000.00

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

RESOLUTION NO. 99 -191

IN THE MATTER OF PLAT APPROVAL FOR RUNNING FOX ESTATES, MILLER-PAUL/HARLEM ROAD CULVERTS; HEATHER GLEN; PARKSHORE 3 AND DICKE SUBDIVISION:

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

Running Fox Estates

A resubdivision of Lots 1439 & 1440 of DeMatteis Subdivision No. 3 and 2.537 acres in part of Farm Lot 8, Section 2, Township 3, Range 17, United States Military Lands, Genoa Township, Delaware County, Ohio

Miller Paul/Harlem Road Culverts

DEL-C.R. 17 (HARLEM ROAD) – 01.52 OVER SUNCAN RUN
 DEL-C.R. 18 (MILLER-PAUL ROAD) – 01.17 OVER EVANS DITCH
 DEL-C.R. 18 (MILLER-PAUL ROAD – 01.53 OVER DUNCAN RUN
 DEL-C.R.-18 (MILLER-PAUL ROAD – 02.58 OVER COUNTY DITCH 18
 HARLEM TOWNSHIP, DELAWARE COUNTY

Heather Glen

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Range Seventeen (17), Township Four (4), Section Three (3), part of Farm Lot 12 and Farm Lot 13, United States Military Lands and containing a total of 26.1574 Acres of which 4.876 Acres are in Farm Lot 12 and 21.282 Acres are in Farm Lot 13, of which 2.396 acres are dedicated rights-of-way, and being all the lands as conveyed by the deeds to David B Holbert, Virginia L Holbert, Luke s Blazek and Patricia M. Blazek, as recorded in Deed Book 627, page 527, Recorder’s Office, Delaware County, Ohio. Lot numbers 462 through 477. Lot fee in the amount

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

of \$48.00.

Ditch Petition

We the undersigned owners of 26.1574 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as HEATHER GLEN, as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the HEATHER GLEN Subdivision.

The cost of the drainage improvements is \$25,856.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Sixteen lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,616.00 per lot. An annual maintenance fee equal to 2% of this basis \$32.32 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$517.12 has been paid to Delaware County.

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

Parkshore, Section 3

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 12, Section 1, Township 3, Range 18, United States Military Lands containing 20.240 acres of land, more or less, said 20.240 acres being all of that tract of land conveyed to PARKSHORE ASSOCIATES by deed of record in Deed Book 585, Page 531, Recorder's Office, Delaware County, Ohio. Lots numbered 3786 to 3816. Lot fee in the amount of \$93.00.

Ditch Maintenance Petition

We the undersigned owners of 20.240 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as PARKSHORE, SECTION 3, as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the PARKSHORE, SECTION 3 Subdivision.

The cost of the drainage improvements is \$73,369.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-one lots are created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,431.26 per lot. An annual maintenance fee equal to 2% of this basis \$48.63 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,507.53 has been paid to Delaware County.

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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

Dicke Subdivision

Situated in the Township of Brown, County of Delaware, State of Ohio, Located in Farm Lot 35, Section 1, Township 5, Range 18, United States Military lands being a subdivision of an 8.414 acre tract as conveyed to Douglas and Susan Dicke in Deed Book 494, page 140, all references are to the Recorder's Office, Delaware County, Ohio. Lots numbered 183 & 184. Lot fee in the amount of \$6.00.

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

RESOLUTION NO. 99-192

IN THE MATTER OF ACCEPTING BONDING FOR HEATHER GLENN SUBDIVISION:

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

Heather Glen

The roadway construction of Heather Glen Subdivision, has been completed and as the result of the recent field review, personnel at the Engineer's Office have determined that minor remedial work will be required during the 1999 construction season. In accordance with the Subdivider's Agreement, it is recommended that the maintenance bond be set at \$13,900 for the duration of the one year maintenance period. Letter of credit provided.

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

RESOLUTION NO. 193

IN THE MATTER OF APPROVING SPECIAL HAUL PERMITS FOR OVERSIZE AND OVERWEIGHT LOADS:

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

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance of Special Haul Permit*;

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners.

PERMIT APPLICANT	PERMIT ID	NUMBER	FEE
VLD GRADING, INC.	PO383	48,500	\$150.00
VLD GRADING, INC.	PO384	61,500	\$150.00
VLD GRADING, INC.	PO385	61,500	\$150.00
VLD GRADING, INC	PO386	61,500	\$150.00
Mr. ED's ESCAVATING, INC.	PO387	54,000	\$150.00

TOTAL POSTED ROAD EXPECTED DAMAGE FEE \$750.00

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

RESOLUTION NO. 99-194

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR MILLER PAUL/HARLEM ROAD CULVERTS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, March 29, 1999, at 10:00 AM**

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

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

RESOLUTION NO. 99-195

**IN THE MATTER OF ADOPTING RESOLUTION TRANSMITTING COUNTY ENGINEER'S
SPEED STUDIES TO THE DIRECTOR OF OHIO DEPARTMENT OF TRANSPORTATION
FOR THEIR REVIEW AND RECOMMENDATION FOR COOVER ROAD FROM TROY ROAD
(CO. Rd. 7) TO US ROUTE 23:**

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

Whereas, a request has been made to this Board that the statutory vehicular speed limit established by Section 4511.21, Revised Code of Ohio, is greater than that considered reasonable and safe on Coover Road from Troy Road to US Rt. 23, and

Whereas, this Board has caused to be made an engineering and traffic investigation upon the Section of Road described above, and

Whereas, the County Engineer has recommended that the Delaware County Commissioners ask the Ohio Department of Transportation to reduce the speed on Coover Road to 45 mph between Troy Road and US Rt. 23.

Now Therefore, Be it Resolved by the Board of Commissioners of Delaware County, Ohio that:

Section 1. By virtue of the provisions of Section 4511.21, Revised Code of Ohio, the Director of the Ohio Department of Transportation is hereby requested to review and investigate the safe prima facie speed limit, and,

Section 2. That when this Board is advised that the Director of the Ohio Department of Transportation has approved a safe prima facie speed limit, the appropriate signs will be installed.

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

RESOLUTION NO. 99-196

10:00 AM - IN THE MATTER OF PUBLIC HEARING # 1 FOR FY 99 CDBG:

Hearing was opened at 10:03 AM

Mr. Garver gave an explanation of the CDBG program and how it works.

Hearing was closed at 10:17 AM

RESOLUTION NO. 99-197

**IN THE MATTER OF APPROVING APPOINTMENT TO THE LOCAL EMERGENCY
PLANNING COMMITTEE (LEPC)**

It was moved by Mr. Ward seconded by Mrs. Martin to appoint Tom Corpora to the Delaware County LEPC for a term beginning March 1, 1999, and ending August 31, 1999.

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

RESOLUTION NO. 99-198

**IN THE MATTER OF AUTHORIZING SIGNING MEMORANDUMS OF UNDERSTANDING
WITH THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF ENERGY
SERVICES FOR PARTICIPATION IN THE STATE OF OHIO NATURAL GAS PROGRAM:**

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

WHEREAS, under the State of Ohio Natural Gas Program, natural gas is purchased from a competitive market; and

WHEREAS, Delaware County is eligible to participate as a member of the State Cooperative Purchasing Program; and

WHEREAS, Delaware County may potentially save thousands of dollars by participating,

WHEREAS, participating under the Cooperative Purchasing Agreement meets all competitive bidding

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

requirements.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to authorize signing memorandums of understanding with the Department of Administrative Services, Office of Energy Services for participation in the State of Ohio Natural Gas Program.

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

RESOLUTION NO. 99-199

IN THE MATTER OF AUTHORIZING RENEWING THE CONTRACTS WITH PETROLEUM TRADERS CORPORATION AND BP OIL COMPANY FOR BULK GASOLINE AND DIESEL FUEL:

WHEREAS, Delaware County entered into contracts with Petroleum Traders Corporation and BP Oil Company on March 1, 1997 for bulk gasoline and diesel fuels from bids opened on February 10, 1997; and

WHEREAS, the contracts have the option to renew for two additional, two year periods if agreed upon by all parties; and

WHEREAS, both companies have indicated their desire to renew the contracts; and

WHEREAS, Delaware County has benefited by receiving competitive pricing and quality services from both companies.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to authorize renewing the contracts with Petroleum Traders Corporation and BP Oil Company for bulk gasoline and diesel fuels for an additional two year period.

This item was discussed and by consensus it was decided that Mr. Melvin should contact Duncan Whitney, County Prosecutor, to determine if other suppliers can be contacted for pricing or is the process limited to Petroleum Traders and BP Oil.

Mr. Melvin will report back to the Board on March 15, 1999.

RESOLUTION 99 – 200

IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR MEADOWS AT CHESHIRE, SECTION 3, PART 2; WALKER WOODS, SECTION 2, PHASE 2; WALKER WOODS, SECTION 4 AND DESERET:

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

MEADOWS AT CHESHIRE, SECTION 3, PART 2

This agreement executed on this 8th day of March, 1999, by and between DOMINION HOMES as evidenced by the MEADOWS AT CHESHIRE SECTION 3, PART 2 Subdivision Plat as 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 \$76,700.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 26 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.

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

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 \$1,00.00, 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 reinspection.

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 Autocad DWG files or DXF files.

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

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

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

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 WOODS, SECTION 2, PHASE 2

This agreement executed on this 8th day of March, 1999, by and between PLANNED COMMUNITIES as evidenced by the WALKER WOODS, SECTION 2, PHASE 2 Subdivision Plat as 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 \$76,700.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 26 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 (\$67,000.00) 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 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 \$3,200.00 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

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

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 reinspection.

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 Autocad DWG files or DXF files.

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

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

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

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

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

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

WALKER WOODS, SECTION 4

This agreement executed on this 8th day of March, 1999, by and between PLANNED COMMUNITIES as evidenced by the WALKER WOODS, SECTION 4 Subdivision Plat as 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 \$56,500.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 19 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

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 (\$56,400.00) 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 \$2,700.00 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 reinspection.

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

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

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.

DESERET

This agreement executed on this 8th day of March, 1999, by and between CHARLES VINCE as evidenced by the DESERET Subdivision Plat as 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 \$29,500.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 10 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 (\$78,600.00) 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.

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,830.00 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 reinspection.

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.

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

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

RESOLUTION NO. 99-201

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES :

It was moved by Mrs. Martin, seconded by Mr. Ward to certify the Sanitary Sewer Capacity charges as follows:

160 West Case Street, Powell, Ohio

In the amount of \$2,400 with \$364.80 finance charge (pro-rated over a four year period) making total of \$2,764.80 for placement on tax duplicate. Bi-annual payment being \$345.60.

21 West Olentangy Street, Powell, Ohio

In the amount of \$2400 with \$902.40 finance charge (pro-rated over a ten year period) making total of \$3302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

35 West Olentangy Street, Powell, Ohio

In the amount of \$2400 with \$902.40 finance charge (pro-rated over a ten year period) making total of \$3302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

37 West Olentangy Street, Powell, Ohio

In the amount of \$2400 with \$902.40 finance charge (pro-rated over a ten year period) making total of \$3302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

94 West Olentangy Street, Powell, Ohio

In the amount of \$2400 with \$902.40 finance charge (pro-rated over a ten year period) making total of \$3302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

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

RESOLUTION NO. 99-202

IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN LANETTA, SECTION 2:

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:

Lanetta, Section 2 911 feet of 8 inch sewer 3 manholes

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

RESOLUTION NO. 99-203

IN THE MATTER OF APPROVING AMENDMENT TO ENGINEERING SERVICES AGREEMENT WITH BURGESS & NIPLE

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

AMENDMENT NO. 1

SECTION 1 – GENERAL

The AMENDMENT is made at Delaware, Ohio on this 8th day of March, 1999, between the Delaware County Board of Commissioners, hereinafter designated as the OWNER, and Burgess & Niple, Limited, Engineers and Architects, hereinafter designated ad B&N, whose office is located at 5085 Reed Road, Columbus, Ohio 43220.

WITNESSETH: there is an existing Agreement dated September 19, 1997, between the OWNER and B&N to provide engineering services for detailed design for the Alum Creek Wastewater Treatment Plant, Alum Creek Pump Station, Force Main, and Effluent Discharge Line Improvement.

WHEREAS, during the preparation of the detailed plans and specifications, the scope of work was increased

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

to include a redesign and relocation of the effluent outfall sewer discharge, separating the sewer contract into three separate contracts including bid and awarded phases, appealing and responding to the National Pollutant Discharge Elimination system (NPDES) Permit, and revising the plans and specifications to accommodate the requirements of the Construction Manager.

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION II – ADDITIONAL SCOPE OF WORK

1. Redesign and extend the effluent sewer based on the concerns and request of certain environmental groups and organizations and as approved by the Ohio Environmental Protection Agency.
2. Separate the sewer contract into three separate bid packages to meet specific requests by the City of Westerville. This change is required by the City of Westerville so that construction of the sewer does not interfere with the construction of Westerville’s bike path and the necessity of not shutting down Africa Road until the new Cleveland Avenue road improvements are completed.
3. Meet with the City of Westerville, the various environmental groups, and the Construction Manager as necessary.
4. Provide all documentation necessary to revise the NPDES application to meet the Ohio EPA’s requirements. This is a result of the protests from certain environmental groups.
5. Revise the plans and specifications as per requirements of the Construction Manager.

SECTION III – PAYMENT FOR PROFESSIONAL SERVICES

1. Payment for services to be rendered under SECTION II of this AMENDMENT NO. 1 shall be made monthly to B&N on the basis of payroll cost times a multiplier of 2.25, plus reimbursable expenses. the total additional fee for AMENDMENT NO. 1 shall not exceed \$70,000 without additional authorization by the OWNER.
2. All other provisions of the aforementioned original AGREEMENT remain unchanged.

SECTION IV – B&N TO ACT AS AGENT OF THE OWNER

- A. It is expressly understood and agreed that in the performance of their services under this AGREEMENT, B&N shall act as agent of the OWNER.
- b. The OWNER and B&N have bound themselves, their members, successors, executors, administrators, an assigns of the other party in respect to all covenants in this AGREEMENT.

SECTION V – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals.

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

RESOLUTION NO. 99-204

**IN THE MATTER OF ACCEPTING AND AWARDED THE BIDS SUBMITTED FOR THE
ALUM CREEK WATER RECLAMATION FACILITY:**

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

Whereas, Delaware County went out to bid and bids were taken on February 22, 1999, and

Whereas, after carefully reviewing the bids received, the bids submitted by vendors listed below have been determined to be the lowest and best bids;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted as listed below making the total bid amount \$ 44,226,320.00 for the construction of the Alum Creek Water Reclamation Facility as specified in the contract on file at the Delaware County Commissioners Office at 101 N. Sandusky Street, Delaware Ohio

Contract	Contractor	Award
S98-1C – General	Kokosing Construction Co	\$36,414,320.00
S98-1C – Electrical	Jess Howard Electric Co.	\$6,438,000.00
S98-1D – Plumbing	Kirk Williams Co., Inc.	\$452,166.00

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

S98-1E – HVAC	Kirk Williams Co., Inc.	\$921,834.00
Total Sum		\$44,226,320.00

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

RESOLUTION NO. 99-205

DISCUSSION OF THE TILE ROOF - CARNEGIE LIBRARY EXPANSION

After discussion and a presentation by Mr. Vottero of Schooley Caldwell the Commissioners determined to move forward with an asphalt roof.

Mrs. Martin moved to proceed with an asphalt roof, seconded by Mr. Ward.

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

RESOLUTION 99-206

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

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

Emergency Medical Services Department

Jason Brockmeyer has accepted our offer of employment regarding the Medical Technician I position; effective date of hire is 3/11/99

Tim Freund has accepted our offer of employment regarding the Medical Technician I position; effective date of hire is 3/11/99

Tom Grewell has accepted our offer of employment regarding the Medical Technician I position; effective date of hire is 3/11/99

Michele Rinard has accepted our offer of employment regarding the Medical Technician I position; effective date of hire is 3/11/99

Bryan Russell has accepted our offer of employment regarding the Medical Technician I position; effective date of hire is 3/11/99

Mat Dick has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

Johannes Dickof has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

Robert Hager has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

Ann-Marie McDonald has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

Pat Pennington has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

Robin Schlauder has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

Jon Shinkle has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

Jeff Sparks has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

Aaron Wilbur has accepted our offer of employment regarding the Medical Technician II position; effective date of hire is 3/11/99

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

RESOLUTION NO. 99-207

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 1999**

IN THE MATTER OF APPOINTING MARK SEGER AS THE DELAWARE BOARD OF COMMISSIONERS' REPRESENTATIVE TO THE FARMLAND PRESERVATION COMMITTEE:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to appoint 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 Farmland Preservation Committee for a specific term of March 1, 1999, to December 31, 2001, and

Therefore, be it resolved that the Board of Commissioners of Delaware County, State of Ohio, appoint Mark Seger to the Farmland Preservation Committee.

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

RESOLUTION NO. 99-208

IN THE MATTER OF APPOINTING KAREN KANITZ AS THE DELAWARE BOARD OF COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD:

It was moved by Mr. Ward, seconded by Mrs. Martin to appoint 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 Delaware County District Library Board for a specific term of March 1, 1999, to February 28, 2006, and

Therefore, be it resolved that the Board of Commissioners of Delaware County, State of Ohio, appoint Karen Kanitz to the Delaware County District Library Board.

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

RESOLUTION NO. 99-209

IN THE MATTER OF APPOINTING CATHY PAULUS AS THE DELAWARE BOARD OF COMMISSIONERS' REPRESENTATIVE TO THE LITTER ADVISORY BOARD:

It was moved by Mrs. Martin, seconded by Mr. Ward to appoint 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 of Delaware County, State of Ohio, appoint Cathy Paulus to the Litter Advisory Board.

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

1:00 PM - Tour of 50 Channing Street

The Commissioners toured the Building Regulations Department, Records Department, Sanitary Engineer, and Regional Planning. Discussed options for expansion of the building. Mr. Pike was given instruction to proceed with preliminary discussion with Schooley Caldwell for possible expansion of the facility.

There being no further business, the meeting adjourned.