

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 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

RESOLUTION NO. 99-355

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETINGS HELD APRIL 26, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, April 26, 1999.

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

PUBLIC COMMENT

Mr. Jim Kern spoke in favor of the upcoming Levy to Support Senior Services and asked the Commissioners to pass a resolution of support

Mr. Tom Price spoke stating his desire for the commissioners to contact Marion County and ask that the Judge hold off on making a decision regarding the establishment of a Conservancy District in Marion County. He and others would like the opportunity to work with Marion County to form a plan that would include the entire water shed rather than just one County in that water shed.

RESOLUTION NO. 99-356

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 240673
THROUGH 241161:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 240673 through 241161 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-357

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.

Juvenile Court is requesting that Judge Loudon attend a Conference at Oberlin, Ohio on June 7 through June 10 in the amount of \$736.

Clerk of Courts if requesting that 16 Deputy Clerks attend the Fourth District Ohio Clerk of Courts Meeting in Delaware on May 11, 1999, in the amount of \$391.00.

Economic Development is requesting that Doug Garver and Carrie Richards attend the Ohio Development Association Spring Conference at Columbus, on May 18, 1999, in the amount of \$165.00.

CSEA is requesting that Susan Hollenbach attend the OCDA Membership Meeting at Mohican State Park on July 8 & 9, 1999, in the amount of \$180.00.

Emergency Services is requesting that 12 personnel attend an Access Computer Class at JVS South on May 20, 1999, in the amount of \$600.00

Auditor is requesting that Shoreh Elhami attend the ESRI Users Conference in San Diego on July 24 through July 30, 1999, in the amount of \$2,785.00.

Auditor is requesting that Nelda Sisler attend the ESRI User Conference in San Diego on July 24 through 30, 1999, in the amount of \$450.00

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

RESOLUTION NO. 99-358

**IN THE MATTER OF APPROVING ANNEXATION OF 421.79 ACRES OF LAND FROM
LIBERTY AND DELAWARE TOWNSHIPS TO THE CITY OF DELAWARE AS DIRECTED BY
JUDGE RICHARD M. MARKUS:**

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

Whereas a Judgement Entry was received by the Delaware County Commissioners on April 27, 1999, from Judge Richard M. Markus ordering the Clerk of the Board to immediately enter an order on the journal of the Delaware County Commissioners granting the annexation petition of Harrison W. Smith, Jr. as Agent for Richard E. Severance, et al, annexation petitioners of 421.79 acres of land from Liberty Township to the City of Delaware.

The order directs that the petition, maps and all other papers described in ORC 709.033 be delivered to the Clerk of the City of Delaware.

It is hereby ordered that the direction given by Judge Richard M. Markus in JUDGEMENT ENTRY NUNC PRO TUNC dated April 27, 1999, be executed by the Clerk immediately. Therefore, it is hereby ordered that the prayer of said petition be granted, and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of the Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the City of Delaware, Ohio.

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

RESOLUTION NO. 99-359

IN THE MATTER OF ADOPTING A RESOLUTION TO CONGRATULATE THELMA HARLESS ON HER 100TH BIRTHDAY:

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

Whereas, On April 27, 1998, the Delaware County Commissioners passed Resolution No. 98-357 recognizing May as Older Americans Month, and

Whereas, The Delaware County Commissioners acknowledge that the older adult population makes many worthwhile contributions to the history and heritage of Delaware County, and

Whereas, Delaware County’s older population has played an instrumental role in building this County and its institutions, and

Whereas, The Older County residents continue to make invaluable contributions as workers, leaders, volunteers and caregivers; and

Whereas, The Delaware County Commissioners welcome the opportunity to honor and celebrate the 100th birthday on May 3, 1999, of Thelma Harless, longtime resident of Shawnee Hills, and

THEREFORE BE IT RESOLVED that the Board of Delaware County Commissioners hereby officially congratulates Thelma Harless on her 100th birthday.

FURTHER BE IT RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

RESOLUTION NO. 99-360

IN THE MATTER OF DECLARING MAY 9 THROUGH MAY 15 HIGHWAY RAILROAD CROSSING SAFETY WEEK IN DELAWARE COUNTY:

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

WHEREAS, The Delaware County Railroad Crossing Task Force Committee is requesting the Commissioners declare May 9th through May 15th, Highway Railroad Crossing Safety Week in Delaware County which is in coordination with the National Operation Lifesaver’s Highway Railroad Crossing Safety Week ; and

WHEREAS, Delaware County currently has 25 railroad crossings that have no lights or gates; and

WHEREAS, Delaware County currently has 19 crossings equipped with lights and gates, but it is important to note that fifty percent of all highway rail crossing crashes occur where there are gates and lights. Drivers proceed around the gates and try to beat the trains.

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WHEREAS, "Anytime is Train Time" in Delaware County due to there being no set schedule for train traffic.

THEREFORE BE IT RESOLVED, the Delaware County Commissioners do hereby declare the week of May 9 through May 15 to be Railroad Crossing Safety Week in Delaware County.

FURTHER BE IT RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 99-361

IN THE MATTER OF APPROVING A PROCLAMATION IN RECOGNITION OF FOSTER PARENT AWARENESS AND RECOGNITION MONTH:

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

WHEREAS, foster families share their homes, their experiences, their activities, and most especially, their lives with children; and

WHEREAS, foster families throughout Delaware County provide caring and stable homes for children with many special needs; and

WHEREAS, being a foster parent is a demanding job and an integral part of the services provide by Delaware County; and

WHEREAS, without foster families many children might otherwise be left in endangering circumstances or require care in institutions; and

WHEREAS, foster families and social agencies share in planning for the care and future of foster children in order to ensure the earliest possible return to the child's own family or placement into a permanent home; and

WHEREAS, foster families need the help, support and encouragement of the entire community;

NOW THEREFORE BE IT RESOLVED, the Commissioners of Delaware County do hereby proclaim May 1 through May 31, 1999, as FOSTER PARENT AWARENESS AND RECOGNITION MONTH in Delaware County, to recognize the importance of and the continuing need for foster families.

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

RESOLUTION NO. 99-362

IN THE MATTER OF APPROVING A RESOLUTION AUTHORIZING THE AMENDMENT OF AN ENTERPRISE ZONE AGREEMENT WITH JERRY WOLF AND ACOUST-A-FIBER R&D, INC.

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

WHEREAS, the Delaware County Commissioners, with the consent of the City of Delaware, have designated an area in the City of Delaware as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive, and have encouraged the development of real property therein; and

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

WHEREAS, Delaware County and the City of Delaware entered into an Enterprise Zone Agreement with Jerry Wolf and Acoust-A-Fiber R&D, Inc., on November 10, 1997, for the provision of property tax exemptions in conjunction with an expansion project at a 4-acre site located at 487 London Road; and

WHEREAS, Delaware County has been advised that Midwest Acoust-A-Fiber, Inc. shall henceforth be the owner of the equipment and inventory for the referenced PROJECT, and that the PROJECT location shall henceforth also include a site located at 759 Pittsburgh Drive in the Delaware Industrial Park.

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

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SECTION 1. That the Board of Commissioners hereby authorizes an amendment to the referenced Enterprise Zone Agreement to include Midwest Acoust-A-Fiber, Inc. as the owner of the equipment and inventory and henceforth the recipient of tangible property tax exemptions as set forth in said Agreement, and to include a site at 759 Pittsburgh Drive as a second location for the expansion activities outlined in said Agreement.

SECTION 2. That the President of the Board of Commissioners is authorized to execute said amendment.

SECTION 3. That the County’s Economic Development Director shall notify the Ohio Departments of Development and Taxation and the Delaware County Auditor accordingly.

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

RESOLUTION NO. 99-363

IN THE MATTER OF APPROVING A RESOLUTION AUTHORIZING THE AMENDMENT OF AN ENTERPRISE ZONE AGREEMENT WITH CAMPUS COMMODITIES, INC.

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

WHEREAS, the Delaware County Commissioners, with the consent of the City of Delaware, have designated an area in the City of Delaware as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive, and have encouraged the development of real property therein; and

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

WHEREAS, Delaware County and the City of Delaware entered into an Enterprise Zone Agreement with Campus Commodities, Inc. on March 22, 1992, for the provision of property tax exemptions in conjunction with an expansion project at a 3-acre site located at 101 Stover Drive; and

WHEREAS, Delaware County has been advised that Stover Specialities LLC shall henceforth be the owner of equipment for the referenced PROJECT, and that said equipment has been relocated to a facility at 75 Curtis Street which is also located in said Enterprise Zone.

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

SECTION 1. That the Board of Commissioners hereby authorizes an amendment to the referenced Enterprise Zone Agreement to include Stover Specialities LLC as the owner of the equipment and henceforth the recipient of tangible personal property tax exemptions as set forth in said Agreement.

SECTION 2. That the President of the Board of Commissioners is authorized to execute said amendment.

SECTION 3. That the County’s Economic Development Director shall notify the Ohio Departments of Development and Taxation and the Delaware County Auditor accordingly.

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

RESOLUTION NO. 99 - 364

IN THE MATTER OF APPROVING AUTHORIZING THE AMENDMENT OF AN ENTERPRISE ZONE AGREEMENT WITH OPTIMUM PLASTICS, INC. AND SOUTH HOUK PARTNERS

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

WHEREAS, the Delaware County Commissioners, with the consent of the City of Delaware, have designated an area in the City of Delaware as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive, and have encouraged the development of real property therein; and

WHEREAS, the purpose of the Delaware County Enterprise Zone in the City of Delaware is to provide the

WHEREAS, Delaware County has been advised that the McBride Family LLC shall henceforth be the owner of the real estate 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 1. That the Board of Commissioners hereby authorizes an amendment to the referenced Enterprise Zone Agreement to include McBride Family LLC as the owner of the real estate and henceforth the recipient of real property tax exemptions as set forth in said Agreement.

SECTION 2. That the President of the Board of Commissioners is authorized to execute said amendment.

SECTION 3. That the County's Economic Development Director shall notify the Ohio Departments of Development and Taxation and the Delaware County Auditor accordingly.

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

RESOLUTION 99-365

A RESOLUTION ACCEPTING THE PLANS/SPECIFICATIONS FOR THE BROWN TOWNSHIP HALL ADA 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 ADA improvements to the Brown Township Hall; and

WHEREAS, Brown 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 Brown Township Hall ADA Improvements Project.

SECTION II. That the Board of Commissioners sets the date of **Monday, May 24 at 10:10 a.m.** to open bids on the referenced Project.

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

RESOLUTION NO. 99-366

IN THE MATTER OF PLAN APPROVAL FOR RIVER BEND SUBDIVISION, SECTION 1 AND LA TRAVIATA SUBDIVISION:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the plan for the River Bend Subdivision, Section 1 and La Traviata Subdivision.

River Bend, Section 1

Part of Farm Lots 17, 18, 1,2,3,4, Sections 3 & 4, Township 2N, Ranges 18W and 19W, Orange Townships, Delaware County, State of Ohio

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La Traviata Subdivision

Situated in the Township of Liberty, County of Delaware, State of Ohio and being part of Farm Lot 12, Quarter-Township 4, Range 19, in the United States Military Lands. Being a Subdivision of 5.597 acres out of an original 7.1021 acres owned by Meridian Homes, Inc. as recorded in Deed Book 648, Page 524 in the Delaware County Recorder's Office. Lot fee in the amount of \$9.00.

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

RESOLUTION NO. 99-367

IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR WALKER WOOD, SECTION 2, PHASE 2 AND WALKER WOOD, SECTION 3, PHASE 2:

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

WALKER WOOD, SECTION 2, PHASE 2

THIS AGREEMENT executed on this 3rd day of April 1999, between **PLANNED COMMUNITIES** as evidenced by the **WALKER WOOD SECTION 2, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and

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alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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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	\$134,410.90
CONSTRUCTION ESTIMATE – EROSION	9,824.89
CONSTRUCTION ESTIMATE – STORM	<u>28,002.62</u>
TOTAL	\$172,038.41

WALKER WOOD, SECTION 3, PHASE 2

THIS AGREEMENT executed on this 3rd day of April 1999, between **PLANNED COMMUNITIES** as evidenced by the **WALKER WOOD SECTION 2, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the

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SUBDIVIDER further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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.

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CONSTRUCTION ESTIMATE – EROSION	9,824.89
CONSTRUCTION ESTIMATE – STORM	<u>28,002.62</u>
TOTAL	\$172,038.41

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

RESOLUTION NO. 99-368

**IN THE MATTER OF RELEASING LETTER OF CREDIT FOR OLD 3C HIGHWAY
WIDENING WITH DEVELOPER HIGHLAND WOODS, LTD. :**

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It was moved by Mr. Ward , seconded by Mrs. Martin to release Letter of Credit for Old 3C Widening with developer Highland Woods, Ltd.

Widening of Old 3C Highway was performed in conjunction with the Shellbark Ridge Subdivision project. Although the roads in this subdivision have been accepted into the public system, the work on Old 3C Highway was just recently completed. The developer, Highland Woods, Ltd., posted a letter of Credit in the amount of \$50,095 as construction surety for this work. As this work meets engineering approval, this is a request to release said Letter of Credit back to the developer.

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

RESOLUTION NO. 99-369

IN THE MATTER OF ACCEPTING ROADS IN NORTHERN LAKES, 6:

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

Northern Lakes 6 (Genoa Township)

- ◆ An extension of 0.06 mile to **Township Road Number 539, Hilmar Drive**
- ◆ An extension of 0.16 mile to **Township Road Number 542, Oak Shadow Drive**
- ◆ An extension of 0.08 mile to **Township Road Number 728, Pine Hollow Drive**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Maxtown Road Associates.

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

RESOLUTION NO. 99-370

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN NORTHERN LAKES, 6:

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

Northern Lakes 6

- ◆ On Township Road Number 542, Oak Shadow Drive, at its intersection with Township Road Number 728, Pine Hollow Drive
- ◆ On Township Road Number 728, Pine Hollow Drive, at its intersection with Township Road Number 539, Hilmar Drive

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

RESOLUTION NO. 99-371

IN THE MATTER OF RESCINDING RESOLUTION NO. 99-301:

It was moved by Mrs. Martin, seconded by Mr. Ward to rescind Resolution 99-301.

Due to clarification of bids received, the Delaware County Engineer determined the award for Asphalt Materials should be revised and was revised in Resolution No. 99-343.

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

Sheriff Myers – Court House Security

In response to Mr. Ward’s question Sheriff Myers explained he feels strongly that any person manning the x-ray machines should be armed. He noted he has no authority to arm balifs, the judges would have to determine if they would like to provide balifs to man the station.

Mr. Wuertz suggested that the architect be contacted and options be considered to put forth a strong effort to keep the front entrance to the Court House open to the public. Mrs. Martin agreed it grieved her to even consider closing the entrance, and she would welcome other alternatives. Mr. Ward wants a cost estimate on the option of keeping the door open.

RESOLUTION NO. 99-372

IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR THE VILLAGE AT

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ALUM CREEK, SECTION 4:

It was moved by Mr. Ward seconded by Mrs. Martin to approve sanitary sewer plans for The Village at Alum Creek, Section 4 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 99 – 373

IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR VILLAGES AT ALUM CREEK, SECTION 4; TARTAN FIELDS, PHASE 8A AND 8B:

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

VILLAGES AT ALUM CREEK, SECTION 4

This agreement executed on this 3rd day of May, 1999, by and between M/I SCHOTTENSTEIN HOMES, as evidenced by the VILLAGES AT ALUM CREEK, 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 \$221,250.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 75 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 (\$219,183.23) 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 \$10,000.00 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 :

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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.

TARTAN FIELDS, PHASE 8A

This agreement executed on this 3rd day of May, 1999, by and between NHG DEVELOPMENT GROUP as evidenced by the TARTAN FIELDS PHASE 8A 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:

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 (\$84,700.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the

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Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,200.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, 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.

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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.

TARTAN FIELDS, PHASE 8B

This agreement executed on this 3rd day of May, 1999, by and between NHG DEVELOPMENT GROUP SUBDIVIDER, as evidenced by the TARTAN FIELDS, PHASE 8B 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 (\$35,700.00) 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 \$1,800.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, 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

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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.

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

RESOLUTION NO. 99-374

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE ALUM CREEK EFFLUENT SEWER:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Friday, May 21, 1999, at 10:00 AM**

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

RESOLUTION NO. 99-375

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

It was moved by Mrs. Martin, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, June 7, 1999, at 10:00 AM**

RESOLUTION NO. 99 -376

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IN THE MATTER OF AMENDING THE SCHOOLEY CALDWELL AGREEMENT:

It was moved by Mr. Ward , seconded by Mrs. Martin to amend the Schooley Caldwell Agreement as follows:

The Agreement between **Delaware County, Ohio and Schooley Caldwell Associates, Inc.,** dated February 5, 1998, is hereby amended in accordance with **Article 9.6 of the Agreement** as follows:

Page 18 Part G – Study for the Expansion of the Delaware County Engineer’s Complex

In order to complete the study for the Delaware County Engineer's Complex Renovation/ Expansion, the architectural/engineering team will perform the following tasks:

- ◆ Arrange and attend a meeting with each department/entity to discuss and define their program needs for the new facility. The County Engineer, Sanitary Engineer, Code Compliance Administrator, Regional Planning Administrator and Records Administrator will be contacted.
- ◆ Prepare a written program of requirements based on the meetings held with departments/entities.
- ◆ Inventory existing furniture that will be retained and relocated into the renovated/expanded facility and limited to the items belonging to the Sanitary Engineer's Department, the Code compliance Department and the Regional Planning Department.
- ◆ Conduct a cursory investigation of the existing building to determine general construction types, critical dimensions and key partition/structural component locations and conditions.
- ◆ Conduct a cursory review of the existing facility's plumbing, HVAC and electrical systems to determine their current condition, potential for expansion and other options as they relate to the proposed building expansion.
- ◆ Conduct a cursory code review of the existing facility to determine code impact items on future expansion and renovation potential.
- ◆ Prepare a conceptual building design drawing, which will house the department/entity space needs, functions and furniture. The drawings will also identify potential locations and general types of systems (HVAC, electrical, etc.) necessary for the expansion.
- ◆ Prior to the study, the architectural/engineering team will meet with the Manager/Director of regional Planning and the Code Compliance Department to establish the immediate space needs of these two departments. This information will be reviewed and used as a basis for a space allocation plan for the departments. It is assumed this space plan will be for immediate implementation, but that it is also temporary. It is also assumed that the anticipated addition to the County Engineers Complex will serve the long-term needs of the various departments involved.

The fee to complete all of the above tasks is \$19,900. Reimbursable expenses (mileage, telephone call, etc.) will be in addition to this fee.

All other provisions of the Agreement shall remain unchanged. This Amendment shall become a part of the Agreement and shall become effective as of the day and year written below.

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

RESOLUTION NO. 99-377

IN THE MATTER OF AUTHORIZING EXECUTION OF SUBSTANTIAL COMPLETION FOR JAY-CAR CONSTRUCTION; RADICO, INC; AND JESS HOWARD ELECTRIC FOR WORK ON THE MAINTENANCE FACILITY:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize execution of substantial completion with Jay-Car Construction; Radico, Inc.; and Jess Howard for work performed on the Delaware County Maintenance Facility.

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

RESOLUTION NO. 99-378

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

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

Wendi Stephens is recommended for hire as a Social Services Aide 2 in Human Services: start date is May 17, 1999.

Peggy Louise Roberts is recommended for hire as a Electric Safety Inspector in Code Compliance; start date

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is May 10, 1999.

Crystal Grubaugh is recommended for hire as a clerk on a contingency basis; start date is April 29, 1999.

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

RESOLUTION NO. 99-379

IN THE MATTER OF RENEWING PROPERTY AND LIABILITY INSURANCE WITH PENCO ALL LINES AGGREGATE PROGRAM:

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

- WHEREAS, the Board of County Commissioners as required by Ohio Revised Code is responsible for the purchase of property and liability insurance for the county offices and departments; and
- WHEREAS, the Board of County Commissioners publicly bids its property and casualty insurance every third year and enters a three-year annually renewable contract; and
- WHEREAS, the Board of County Commissioners publicly bid the property and casualty insurance in 1997 and is entering the third year of the three-year cycle; and
- WHEREAS, Delaware County has received a renewal proposal from PENCO for its All Lines Aggregate Program for policy year May 1, 1999 through April 30, 2000; and

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners, Delaware County, State of Ohio, accepts the renewal proposal from PENCO All Lines Aggregate Program, as specified below, at the premium cost of \$223,821.00.

- A. Purchase the Bridge Insurance with a \$42,943,921 limit and \$1,000,000 self insured retention (S.I.R.) for the premium of \$9,018.00.
- B. Purchase of Sewer Line Insurance with a \$10,000,000 limit and a \$1,000,000 S.I.R. for premium of \$2,100.00.
- C. The PENCO All Lines Aggregate Program as follows:

<u>Insurance Coverage</u>	<u>Limits</u>	<u>S.I.R.</u>
Property Insurance	\$163,058,497	\$100,000
General Liability Insurance	\$3,000,000	\$500,000
Automobile Liability Insurance	\$3,000,000	\$500,000
Public Official Liability	\$3,000,000	\$500,000
Crime Insurance	\$1,000,000	\$100,000
Claims Administration by WCASC, and Aggregate Loss Fund of \$500,000 at a total premium of \$197,853.00.		
- D. Purchase of \$3,000,000 excess liability insurance in addition to the \$3,000,000 limits of the All Lines Aggregate Program at a total premium of \$14,850.00.

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