

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 24, 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. 99-426

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD MAY 17, 1999:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, May 17, 1999.

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

PUBLIC COMMENT

None

RESOLUTION NO. 99-427

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 242906 THROUGH 243561:

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 242906 through 243561 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-428

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 Richard Felton attend the OWEA Annual Conference at Huron, Ohio on June 29 through July 2, 1999, in the amount of \$482.50.

Auditor is requesting that David Yost attend the Auditor’s Conference at Canton on June 20 through 24 in the amount of \$455.00.

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

RESOLUTION NO. 99-429

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

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-2710-010	Probate Court - Salaries	\$ 1,847.00
001-2710-020	Probate Court - Services & Charges	\$ 8,741.00
032-3590-040	Alum Creek Plant	\$ 17,550,000.00
015-7030-010	Litter Grant – Salaries	\$ 2,000.00
015-7030-011	Litter Grant – Fringe Benefits	\$ (4,247.60)
015-7030-012	Litter Grant – PERS	\$ 271.50
015-7030-013	Litter Grant - Medicare	\$ 29.50

Emergency Medical Technician of the Year Award

RESOLUTION NO. 99-430

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO WILLIAM L. BIVENS, JR. UPON RECEIVING THE DELAWARE COUNTY EMERGENCY MEDICAL TECHNICIAN OF THE YEAR AWARD:

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

WHEREAS, William L. Bivens Jr. is being honored for his service to the emergency medical service in Delaware County, and

WHEREAS, William L. Bivens Jr. has faithfully served the citizens of Delaware County through his involvement with Emergency Medical Service, and

WHEREAS, During the past 13 years he was worked as a Firefighter/ Paramedic with Delaware City Fire Department and as a volunteer Firefighter/Paramedic with Scioto Township Fire Department, and

WHEREAS, In an effort to encourage other citizens to become involved in their community he has during the past 5 years instructed EMT, CPR, First Aid and Fire training courses through the Delaware Joint Vocational School.

NOW THEREFORE BE IT RESOLVED: the Board of Commissioners of Delaware County wishes to express its sincere appreciation to William L. Bivens Jr. on his achievement and his dedication and service given to the residents of Delaware County.

BE IT FURTHER 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. 99-431

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO DANIEL WALTON UPON EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Daniel Walton has been a member of Boy Scout Troop 300 of the Galena United Methodist Church , and

WHEREAS, Daniel Walton has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Daniel Walton on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Daniel Walton on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, and

BE IT FURTHER 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. 99-432

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**IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO GRANT WISE
UPON EARNING HIS EAGLE SCOUT AWARD:**

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

WHEREAS, Grant Wise has been a member of Boy Scout Troop 300 of the Galena United Methodist Church,
and

WHEREAS, Grant Wise has met all the requirements and been approved by the National Council of Boy Scouts
to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Grant Wise
on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby
officially congratulates Grant Wise on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence
and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of
individuals who are recognized as outstanding in all that Scouting represents, and

BE IT FURTHER 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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-433

**IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO TONI TUROWSKI
UPON EARNING HIS EAGLE SCOUT AWARD:**

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

WHEREAS, Toni Turowski has been a member of Boy Scout Troop 300 of the Galena United Methodist Church ,
and

WHEREAS, Toni Turowski has met all the requirements and been approved by the National Council of Boy
Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Toni
Turowski on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby
officially congratulates Toni Turowski on attaining Scouting's highest rank - the Eagle Scout Award. Your
diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select
group of individuals who are recognized as outstanding in all that Scouting represents, and

BE IT FURTHER 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. 99-434

**IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR
PETITION FILED TO MAKE CHANGES TO THE SHERWOOD DITCH # 339:**

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

WHEREAS, this 24th day of may, 1999, the clerk of this board gave notice to the Board of County Commissioners
and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Gary Buechel,
Thomas Cole, Marcia Buechel, Charles Sheets, Betty Sheets, Jeffery Guinn, Judith Bommer, Harland Pinney,
Jerome Schnipke, and Warren Bishop Adams, petitioners, to clean, repair tile, locate, construct, reconstruct,
straighten, deepen and otherwise improve water flow of Sherwood Ditch # 339.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of
notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary
reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board
decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **22nd day of June, 1999,**
at 9:00 am at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for

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the view thereon, and

BE IT FURTHER RESOLVED, That the **6th day of July, 1999, at 7:45 pm** at the Office of the Board of County Commissioners, Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 99-435

IN THE MATTER OF APPROVING PLAN FOR WOODS OF DORNOCH; PLAT FOR GALENA POINTE; PLAT FOR WOOD SUBDIVISION AND PLATS AND DITCH PETITIONS FOR VILLAGE AT ALUM CREEK, SECTION 3 AND MEADOWS AT CHESHIRE, SECTION 3:

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

Woods of Dornoch - Plan

Street, Storm, and Water Improvements

Galena Point – Plat

Situated in the State of Ohio, County of Delaware, Township of Genoa, being located in Lot 7, Section 1, Township 3, Range 17, United States Military Lands, being all of that 35.148 acre tract as described in a deed to COUNTRYTYME GROVE CITY LTD. Of record in Deed Volume 640, Page 819, Recorder’s Office Delaware County, Ohio. Lots numbered 4220 through 4239. Lot fee in the mount of \$60.00.

Wood Subdivision – Plat

Situated in the Township of Concord, County of Delaware, State of Ohio. Located in Lot 11 of Virginia Military Survey No. 2547, being a 6.692 acre subdivision, being all of a 6.691 acre (Deed) Tract as conveyed to Gisela W. wood in Deed Book 630, Page 236. Add References are to the Recorder’s Office, Delaware County, Ohio. Lots numbered 4897 and 4898. Lot fee in the amount of \$6.00.

Village at Alum Creek - Plat - Section 3 and Ditch Petition

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lot 5, Quarter Township 1, Township 3, Range 18 and Farm Lots 18, 19, and 20, Quarter Township 2, Township 3, Range 18, United States Military Lands containing 34.282 acres of land, more or less, (10.083 acre of said 34.282 acres are in said Farm Lot 5, 9.116 acres of said 34.282 acres are in said Farm Lot 18, 22.276 acres of said 34.282 acres are in said Farm Lot 19 and 2.807 acres of said 34.282 acres are in said Farm Lot 20) said 34.282 acres being comprised of part of Tract 1, as the same is designated and described in the deed to M/I Schottenstein Homes, Inc. of record in Deed Book 645 , Page 565 and part of Tract 1, as the same as designated and described in the deed to M/I Schottenstein Homes, Inc. of record on Deed Book 645, Page 561 and all of Tract 2, as in the same designated and described in the deed to M/I Schottenstein Homes, Inc., of record in Deed Book 645, page 557, all being records of the Recorder’s Office, Delaware County, Ohio. Lots numbers 4163 through 4222. Lot fee in the amount of \$60.00.

DITCH MAINTENANCE PETITION

We the undersigned owners of 32.282 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as The Village at Alum Creek, 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 Village at Alum Creek, Section 3.

The cost of the drainage improvements is \$202,917.00 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

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being created in this subdivision. Fifty-seven 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, \$3,559.95 per lot. An annual maintenance fee equal to 2% of this basis \$71.20 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 \$4,058.40 has been paid to Delaware County.

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

Meadows at Cheshire, Section 3, Parts 1 & 2

Situated in the State of Ohio, County of Delaware, Township of Berlin, and in Farm Lot 6, Quarter Township 4, Range 18, United States Military Lands, containing 9.115 acres of land, more or less, said 9.115 acres being part of that tract of land described in Exhibit B in the deed to THE BORROR CORPORATION, (the amended and restated articles of incorporation of which were amended to change its name to Dominion Homes, Inc. a record of said amendment being in its Miscellaneous Record 10, page 13) of record in Deed Book 559, Page 746, both being of record in the Recorder's Office, Delaware County, Ohio. Lots numbered 996 through 1042. Lot fee in the amount of \$141.00

DITCH MAINTENANCE PETITION – MEADOWS AT CHESHIRE, SECTION 3, PART 1

We the undersigned owners of 9.115 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Meadows at Cheshire, Section 3, Part 1 as evidenced by the subdivision plat (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 Meadows of Cheshire, Section 3, Part 1.

The cost of the drainage improvements is \$29,415.00 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. Twenty-one 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, \$1,400.71 per lot. An annual maintenance fee equal to 2% of this basis \$28.01 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 \$588.21 has been paid to Delaware County.

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

DITCH MAINTENANCE PETITION-MEADOWS AT CHESHIRE, SECTION 3, PART 2

We the undersigned owners of 17.519 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Meadows at Cheshire, Section 3, Part 2 as evidenced by the subdivision plat (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 Meadows of Cheshire, Section 3, Part 2.

The cost of the drainage improvements is \$108,560.00 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. Twenty-six 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, \$4,175.39 per lot. An annual maintenance fee equal to 2% of this basis \$83.51 will be collected for each lot. I understand that

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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 \$2,171.20 has been paid to Delaware County.

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

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

RESOLUTION NO. 99-436

IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR RIVER BEND, SECTION 1; ORCHARD LAKES, PHASE 3; VILLAGE AT ALUM CREEK, SECTION 4; AND WOODS OF DORNOCH, SECTION 1:

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

River Bend, Section 1

THIS AGREEMENT executed on this 24TH day of May 1999, between **PLANNED COMMUNITIES, INC.** as evidenced by the **RIVER BEND SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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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	\$454,900.42
CONSTRUCTION ESTIMATE – EARTHWORK	663,065.25
CONSTRUCTION ESTIMATE – STORM	<u>223,922.00</u>
TOTAL	\$1,341.887.67

Orchard Lakes, Phase 3

THIS AGREEMENT executed on this 24th day of May, 1999 between **ROCKFORD HOMES** as evidenced by the **ORCHARD LAKES PHASE 3** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/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 on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**, but an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-SEVEN THOUSAND ONE HUNDRED DOLLARS (\$27,100)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

CONSTRUCTION

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION ESTIMATE - STREET	\$ 184,692.50
CONSTRUCTION ESTIMATE - STORM	106,113.00

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CONSTRUCTION ESTIMATE - EROSION	14,974.00
CONSTRUCTION ESTIMATE – EARTHWORK	<u>32,287.60</u>

Total \$338,100.00

Village of Alum Creek, Section 4

THIS AGREEMENT executed on this 24th day of May 1999, between **M/I SCHOTTENSTEIN HOMES, INC.** as evidenced by the **THE VILLAGE AT ALUM CREEK SECTION 4** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **NINETY FIVE THOUSAND SEVEN 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

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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	\$ 830,086.98
CONSTRUCTION ESTIMATE – EROSION	12,837.00
CONSTRUCTION ESTIMATE – STORM	351,564.49
CONSTRUCTION ESTIMATE – SIGNAGE	<u>1,291.69</u>
TOTAL	\$1,195,780.16

Woods of Dornoch, Section 1

THIS AGREEMENT executed on this 24th day of May 1999, between **NEW GREEN HIGHLANDS DEVELOPMENT LIMITED** as evidenced by the **WOODS OF DORNOCH SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-SEVEN THOUSAND SIX 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

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION ESTIMATE – STREET	\$207,613.00
CONSTRUCTION ESTIMATE – EROSION	7,840.00
CONSTRUCTION ESTIMATE – STORM	<u>129,025.00</u>
TOTAL	\$344,478.00

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

RESOLUTION NO. 99-437

IN THE MATTER OF ACCEPTING BONDING FOR GALENA POINTE:

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

The construction of Galena Pointe project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat. The estimated remaining construction costs is \$16,955 and a Letter of Credit in that amount is provided.

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

RESOLUTION NO. 99-438

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

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

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<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2201	Columbia Gas	Woodlands at Loch Lomond	Install gas main

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

RESOLUTION NO. 99-439

IN THE MATTER OF AWARDING THE BID FOR THE MAIN ROAD BRIDGE REPLACEMENT TO ARMSTRONG STEEL ERECTORS:

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

Whereas, Bids for the Main Road Bridge Replacement were opened on May 17, 1999, and;

Whereas, After carefully reviewing the bids received, the bid submitted by Armstrong Steel Erectors has been determined to be the lowest and best bid for the Main Road Bridge Replacement. and;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Armstrong Steel Erectors for the Main Road Bridge Replacement

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

RESOLUTION NO. 99-440

IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR GREEN MEADOWS COMMERCIAL; BIG BEAR FARMS, SECTION 9; EAGLE TRACE AND DORNOCH ESTATES, SECTION 2:

It was moved by Mrs. Martin seconded by Mr. Ward to approve sanitary sewer plans for Green Meadows Commercial, Big Bear Farms, Section 9; Eagle Trace; and Dornoch Estates, Section 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 99-441

IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENTS WITH GREEN MEADOWS COMMERCIAL; ORCHARD LAKES, PHASE 3; AND WALKER WOODS, SECTION 8 & 11

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

Green Meadows Commercial

This agreement executed on this 24th day of May, 1999, by and between NATIONWIDE MUTUAL INSURANCE COMPANY, as evidenced by the green meadows commercial development 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 (\$70,000.00) 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.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,900.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

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

Orchard Lakes, Phase 3

This agreement executed on this 24th day of May, 1999, by and between ROCKFORD HOMES, as evidenced by the ORCHARD LAKES, PHASE 3 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 \$141,600.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 48 equivalent single family residential connections.

The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$122,232.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,200.00 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 re-inspection.

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

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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, Sections 8 & 11

This agreement executed on this 24th day of May, 1999, by and between PLANNED COMMUNITIES AGENT FOR ROCKFORD HOMES SUBDIVIDER, as evidenced by the WALKER WOODS SECTIONS 8 & 11 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$135,700.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 46 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 (\$107,640.00) 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

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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 inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in

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continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

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

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

RESOLUTION NO. 99-442

IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN TARTAN FIELDS, PHASE 6:

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

Tartan Fields, Phase 6	1,804 feet of 8 inch sewer	12 manholes
	563 feet of 10 inch sewer	

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

RESOLUTION NO. 99-443

IN THE MATTER OF ACCEPTING AND AWARING THE BID FOR THE ALUM CREEK EFFLUENT LINE CONTRACT S99-2 AND AUTHORIZING SIGNING OF CONTRACT:

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

Whereas, Delaware County went out to bid for construction of the Alum Creek Effluent Line on May 3, 1999, and received bids on May 21, 1999, and;

Whereas, After carefully reviewing the bids received, the bid submitted by Complete General Company has been determined to be the lowest and best bid for construction of the Alum Creek Effluent Line for Delaware County, and;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Complete General Company for the construction of the Alum Creek Effluent Line. Further be it resolved this resolution authorizes the signing of the contract with Complete General Company.

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

RESOLUTION NO. 99-444

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID DATE AND TIME FOR BULK GASOLINE AND DIESEL FUEL:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the specifications and setting bid date and time for bulk gasoline and diesel fuel. **Bid opening will be June 21, 1999, at 10:00 AM.**

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

RESOLUTION NO. 99-445

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

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

Rhonda Rexrode has accepted our offer of employment; effective date of hire is June 7, 1999

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

10:00 AM – Bid Opening for fiber Optics Construction of the Wide Area Network

Consortium Communications	\$218,587.00
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First Energy	\$106,415.00
Cedar Falls Communications	\$154,108.42
Gudenkauf Corporation	\$155,998.00
GTE	\$274,042.24

One bid was received at 10:03 am

Fibeax \$133,922.77

Estimate for Project \$200,000.00

10:10 AM – Bid Opening for Brown Township Hall ADA Improvements

Country Side Construction \$16,459.00

Estimate for Project \$15,100.00

10:00 AM on Friday, May 21, 1999 Bids for Alum Creek Effluent Sewer

Igle & Company	\$1,258,250.00
Performance Site Management	\$1,340,005.00
Complete General Construction	\$1,079,460.00
Kokosing Construction	\$1,090,407.00

Estimate for Project \$1,260,000.00

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners