

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 15, 1999**

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

Present: James Ward, Deborah Martin, Donald Wuertz

**RESOLUTION NO. 99-947**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held November 8, 1999, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

Mr. Wuertz discussed the natural gas leak in Morrow County and the need to activate the EOC. He complimented Mr. Fisher and Mr. Hall for the fine job they did through this emergency.

Discussed the sale of items over the internet and whether they should be taxed by government. Mr. Wuertz suggested a letter be sent to congress, NACo and CCAO in support of not taxing. This item was tabled until a later date.

**RESOLUTION NO. 99-948**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 256405 THROUGH 257430:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 256405 through 257430 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-949**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Human Services is requesting that Jim Little attend the Drug Court Observation at Butler County on November 17, 1999, in the amount of \$10.00.

Human Services is requesting that Angela Thomas attend the Public Records Survival Seminar at Sharonville on December 15, 1999, in the amount of \$155.00.

Human Services is requesting that Marcy Downing and Donna Bukovec attend the Public Agency Training Council at Columbus on December 20 through December 21, 1999, in the amount of \$504.00.

Human Services is requesting that Wendi Stephens attend the FACSIS Training at Columbus on November 17, 1999, in the amount of \$18.00.

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

**RESOLUTION NO. 99-950**

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

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0130-020	Facilities - Srvs & Chrgs	\$ 15,000.00
001-2510-040	Common Pleas - Equipment	\$ 7,314.34

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001-0110-010	Commissioners - Salaries	\$	4,360.00
127-1270-010	Intensive Supervision - Salaries	\$	1,850.00
127-1270-013	Intensive Supervision - Medicare	\$	25.00
127-1270-020	Intensive Supervision - Srvs & Chrgs	\$	500.00

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-0130-010 Facilities – Salaries	001-0130-020 Facilities - Srvs & Chrgs	\$ 10,000.00

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

**RESOLUTION NO. 99-951**

**IN THE MATTER OF APPROVING THE TREASURER’S REPORT:**

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

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

**RESOLUTION NO. 99-952**

**IN THE MATTER OF SEPARATING THE TWO LIQUOR LICENSES REQUEST INTO TWO RESOLUTIONS PER MR. WARD REQUEST:**

It was moved by Mr. Ward, seconded by Mrs. Martin to separate the two liquor license request into two resolutions:

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

**RESOLUTION NO. 99-953**

**IN THE MATTER OF FORWARDING THE LIQUOR LICENSE TRANSFER REQUEST OF HALLS KILBOURNE MARKET TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

**Halls Kilbourne Market- McCartys Market**

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Brown Township Trustees that Halls Kilbourne Market., that holds the license, has requested the license be transferred to McCartys Market, located at 5660 Kilbourne Road, Brown Township, Delaware, Ohio 43015; and

Whereas, the Brown Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 99-954**

**IN THE MATTER OF APPROVING THE REQUEST OF A NEW LIQUOR LICENSE FOR OVERBEYS EMPORIUM TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

**Overbey’s Emporium**

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Overbey’s Emporium., has requested the C1 Permit located at 1216 East Powell Road, Lewis Center, Ohio; and

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Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners .

Vote in Motion                      Mr. Ward                      Nay                      Mr. Martin                      Aye                      Mr. Wuertz                      Aye

**RESOLUTION NO. 99-955**

**IN THE MATTER OF ACCEPTING ROADS IN CANDLELIGHT ACRES AND TARTAN FIELDS, PHASES 3, 4 & 5:**

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

**Candlelight Acres**

- **Red Robin Way**, to be known as **Township Road Number 870**

Approval to return the Letter of Credit being held as maintenance surety to the developer, Carl Gioffre.

**Tartan Fields, Phase 3**

- An extension of 0.21 mile to **Township Road Number 815, Mackenzie Way**
- An extension of 0.12 mile to **Township Road Number 816, Tillinghast Drive**

Approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group.

**Tartan Fields, Phase 4**

- An extension of 0.26 mile to **Township Road Number 816, Tillinghast Drive**

Approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group.

**Tartan Fields, Phase 5**

- An extension of 0.23 mile to **Township Road Number 816, Tillinghast Drive**
- **Seay Court**, to be known as **Township Road Number 871**

Approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group.

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

**RESOLUTION NO. 99-956**

**IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN TARTAN FIELDS, PHASES 3 & 5:**

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

**Tartan Fields, Phase 3**

- On Township Road Number 815, Mackenzie Way, at its north intersection with Township Road Number 816, Tillinghast Drive

**Tartan Fields, Phase 5**

- On Township Road Number 871, Seay Court at its intersection with Township Road Number 816, Tillinghast Drive

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

**RESOLUTION NO. 99-957**

**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR PIATT**

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**MEADOWS, PHASE 2:**

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

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 15<sup>th</sup> day of November, 1999, between **DOMINION HOMES** as evidenced by the **PIATT MEADOWS 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 **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 TWO THOUSAND 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**.

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

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

**RESOLUTION NO. 99-958**

**IN THE MATTER OF RELEASING BOND TO NATIONWIDE MUTUAL INSURANCE COMPANY:**

It was moved by Mr. Ward, seconded by Mrs. Martin to release the bond:

Whereas, the Delaware County Commissioners approved a Subdivider's Agreement with Nationwide Mutual Insurance Company for the development of the project known as Green Meadows Commercial Subdivision. Since that time, Nationwide has sold this property to another developer and is, therefore, canceling said project. The County Engineer is requesting approval to return Nationwide's bond in the amount of \$473,500 which was posted as construction surety for this project.

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

**RESOLUTION NO. 99-959**

**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:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2322	Columbia Gas of Ohio	Medallion Drive West	Install gas main

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

**RESOLUTION NO. 99-960**

**IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENTS FOR RIVER BEND, SECTION 1, PHASE 2 AND RIVER BEND, SECTION 2, PHASE 2:**

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

**River Bend, Section 1, Phase 2**

This agreement executed on this 15th day of November, 1999, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the RIVER BEND, SECTION 1, PHASE 2 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 \$79,650.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 27 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

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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 (\$81,000.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,060.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 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

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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.

**River Bend, Section 2, Phase 2**

This agreement executed on this 15th day of November, 1999, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the RIVER BEND, SECTION 2, PHASE 2, 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 (\$17,500.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$1,000.00, 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 \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

**RESOLUTION NO. 99-961**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN CLUB VILLAS NORTH:**

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:

Club Villas North 5 feet of 8 inch sewer 6 manholes  
1,168 feet of 10 inch sewer



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

**RESOLUTION NO. 99-962**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Matthew Kiss has accepted our offer of employment as Truck Driver for OECC; effective date of hire is November 22, 1999.

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

**RESOLUTION NO. 99-963**

**IN THE MATTER OF SETTING DATE AND TIME FOR CDBG PUBLIC HEARING NO. 2:**

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

Whereas, a second public hearing will be held on **Monday, November 22, 1999 at 9:45 AM** in the County Commissioners Office located at 101 North Sandusky Street in Delaware to give citizens an adequate opportunity to review and comment on the Village of Shawnee Hills sanitary sewer improvements contained in the proposed County CDBG Water and Sewer Competitive Grant application before it is submitted to the Ohio Department of Development.

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

**RESOLUTION NO. 99-964**

**IN THE MATTER OF APPROVING CONTRACTS FOR PURCHASE REAL ESTATE AT 115, 119 131 AND 138 NORTH UNION STREET:**

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

**115 North Union Street**

Chester M. Kroninger, a single man, (hereinafter referred to as "Sellers"), grant to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 115 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be sixty-eight thousand five hundred dollars. (\$68,500.00). Five hundred dollars (\$500.00) shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Duration of this Offer shall be thirty (30) days and shall extend until 12:00 o'clock p.m. on day of .
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be set within thirty (30) days from the date of the exercise of this Contract by the Purchaser, or at such other date as may be agreed upon in writing by the parties.
5. At closing and upon the receipt of said purchase the Sellers shall do the following:
  - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.
  - (b) Pay any and all real estate taxes presently due.
  - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
6. Seller shall deliver possession and occupancy of the premises to the Purchaser on or before 12:00 P.M. on March 31, 2000. Sellers shall have until date of possession to remove any items

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from the premises. Sellers shall hold Purchaser harmless for injuries sustained by Sellers and/or their family members of agents sustained after the date of Closing.

7. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
8. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
9. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:
 

To the Purchaser:	The Delaware County Commissioners 101 North Sandusky Street Delaware, Ohio 43015
To the Sellers	Mr. Chester M. Kroninger 1600 Braumiller Drive Delaware, Ohio 43015
10. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
11. Parties agree that this Contract shall survive the delivery of the Deed.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this     day of     , 1999.

**119 North Union Street**

John T. Lewis and Barbara Lewis, husband and wife, (hereinafter referred to as "Sellers"), grant to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 119 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be one hundred two thousand, nine hundred fifty-two dollars and forty-nine cents. (\$102,952.49). Five hundred dollars (\$500.00) shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Duration of this Offer shall be thirty (30) days and shall extend until 12:00 o'clock p.m. on day of     .
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be set within thirty (30) days from the date of the exercise of this Contract by the Purchaser, or at such other date as may be agreed upon in writing by the parties.
5. At closing and upon the receipt of said purchase the Sellers shall do the following:
  - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.
  - (b) Pay any and all real estate taxes presently due.
  - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
6. Seller shall deliver possession and occupancy of the premises to the Purchaser on or before 12:00 P.M. on March 31, 2000. Sellers shall have until date of possession to remove any items from the premises. Sellers shall hold Purchaser harmless for injuries sustained by Sellers and/or their family members of agents sustained after the date of Closing.
7. Sellers shall continue to collect rental income from the premises until date of possession. Sellers

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shall retain liability and responsibility for maintenance and care of rental property until date of possession.

8. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing.
9. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
10. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:
 

To the Purchaser:	The Delaware County Commissioners 101 North Sandusky Street Delaware, Ohio 43015
To the Sellers	Mr. & Mrs. John T. Lewis 1917 Whipple Rd. Delaware, Ohio 43015
11. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
12. This contract and sale is in lieu of eminent domain and amounts to an involuntary conversion.
13. Parties agree that this Contract shall survive the delivery of the Deed.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this      day of      , 1999.

**131 North Union Street**

Fred J. Copley-Pearce and Susan Copley-Pearce, husband and wife, (hereinafter referred to as "Sellers to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 131 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be one hundred twenty-two thousand, six hundred eighty dollars and forty-nine cents. (\$122,680.49). Five hundred dollars (\$500.00) shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Duration of this Offer shall be thirty (30) days and shall extend until 12:00 o'clock p.m. on day of      .
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be set within thirty (30) days from the date of the exercise of this Contract by the Purchaser, or at such other date as may be agreed upon in writing by the parties. The Seller request to close on or prior to November 30, 1999.
5. At closing and upon the receipt of said purchase the Sellers shall do the following:
  - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.
  - (b) Pay any and all real estate taxes presently due.
  - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
6. Seller shall deliver possession and occupancy of the premises to the Purchaser on or before 12:00 P.M. on March 31, 2000. Sellers shall have until date of possession to remove any items

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from the premises. Sellers shall hold Purchaser harmless for injuries sustained by Sellers and/or their family members of agents sustained after the date of Closing.

7. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
8. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
9. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:
 

To the Purchaser:	The Delaware County Commissioners 101 North Sandusky Street Delaware, Ohio 43015
To the Sellers	Mr. & Mrs. Fred J. Copsey-Pearce 131 North Union Street Delaware, Ohio 43015
10. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
11. Parties agree that this Contract shall survive the delivery of the Deed.
12. The Sellers shall retain salvage rights.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 11th day of November, 1999.

**138 North Union Street**

George E. Webb and Linda A. Webb, husband and wife, (hereinafter referred to as "Sellers"), grant to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 138 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be one hundred twelve thousand five hundred dollars. (\$112,500.00). Five hundred dollars (\$500.00) shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Purchaser shall pay to the Seller at closing the additional sum of \$2,500.00 for moving expense.
4. The Seller shall have the right to remove anything from the premises, provided that such removal shall occur no later than April 30, 2000.
5. Seller shall have the right to possess the property through April 30, 2000.
6. This offer shall be open for acceptance until 12:00 p.m. on        day of
7. The date for delivery of the Deed, payment of the purchase price, and the closing of this transaction ('Closing') shall occur within 30 days after the acceptance of this offer.
8. At closing and upon the receipt of said purchase the Sellers shall do the following
  - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.
  - (b) Pay any and all real estate taxes presently due.
  - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's

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Duplicate.

- 9. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
- 10. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
- 11. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:  
  
  - To the Purchaser:                   The Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015
  - To the Sellers                       George E. Webb & Linda A. Webb  
138 North Union Street  
Delaware, Ohio 43015
- 12. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
- 13. Buyer hereby waives its right to have a lead based paid inspection and test.

(With respect to housing constructed prior to January 1, 1978, the Seller is obligated to provide certain information and disclosure regarding lead-based paint. Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. In the event that the home was built prior to January 1, 1978, Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead In Your Home" and the Lead Based Paint and Lead-Based Hazard Disclosure Form. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspection(s) in the Seller's possession and notify the Buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.)

George E. Webb and Linda A. Webb hereby make the foregoing offer on this 11<sup>th</sup> day of November, 1999.  
Vote in Motion                   Mr. Wuertz           Aye   Mr. Ward           Aye   Mrs. Martin       Aye

**RESOLUTION NO. 99-965**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 9:35 AM:**

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

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

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 11:55 AM:**

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

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

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Letha George, Clerk to the Commissioners

Budget Session – November 17, 1999

8:00 – Kevin Williams  
9:00 – Doug Missman  
9:30 – Judge Krueger  
10:00 – Dave Yost

Budget Session – November 18, 1999

8:00 – Scott Pike  
9:00 – Chris Bauserman  
9:30 – Larry Ufferman  
10:00 – Betty Porter  
2:00 – Al Myers  
3:00 – Larry Fisher  
4:00 – Board of Elections