

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 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

7:30 AM Investment Committee Meeting - Treasurer Dale Wilgus presented the Committee a complete list of investments for their review.

RESOLUTION NO. 99-873

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETING HELD OCTOBER 11, 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 October 11, 1999 and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

None

RESOLUTION NO. 99-874

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 254114
THROUGH 254783:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants 254114 through 254783 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-875

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

EMS is requesting that (32) EMS personnel attend the Inservice on Special Mass Casualty Incidents at Delaware on October 23 through October 24, 1999, in the amount of \$640.00.

Human Services is requesting that Donna Graydon attend the Ohio's Early Start Care & Share Day at Columbus on October 25, 1999, in the amount of \$45.00.

Human Services is requesting that Donna Bukovec and Lee Hayes attend the Adoption Assessor Training at Columbus on October 19 through December 9, 1999, in the amount of \$126.00.

Sanitary Engineer is requesting that Sandy Lewis attend the Microsoft Office Seminar at Mansfield on November 5, 1999, in the amount of \$129.00.

Commissioners are requesting that Debbie Martin, Jim Ward, Don Wuertz, Dave Cannon and Letha George attend the CCAO Winter Conference at Columbus on November 28 through December 1, 1999, in the amount of \$1,210.00.

CSEA is requesting that Delaware County CSEA Personnel attend the 1999 OFSA Fall Conference at Columbus on October 25 through October 26, 1999, in the amount of \$460.00.

Treasurer is requesting that Dale Wilgus attend the Fall Treasurer's Conference at Columbus on November 16 through November 19, 1999, in the amount of \$210.00.

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

RESOLUTION NO. 99-876

**IN THE MATTER OF CONGRATULATING NICK PIZZOLA UPON RECEIVING THE EAGLE
SCOUT AWARD:**

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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

Whereas, Nick Pizzola has been a member of Boy Scout Troop 300 of the Galena United Methodist Church, and

Whereas, Nick Pizzola 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 Nick Pizzola on earning the Eagle Scout Award.

Now Be It Resolved : That the Board of County Commissioners of Delaware County hereby officially congratulates Nick Pizzola 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 in Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-877

IN THE MATTER OF PROCLAIMING OCTOBER 23-31, 1999 NATIONAL RED RIBBON WEEK DELAWARE COUNTY, OHIO:

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

Whereas, The National Federation of Parents for Drug Free Youth Has Designated the Week of October 23-31, 1999; and

Whereas, The Delaware County Commissioners in conjunction with the County Commissioners Association of Ohio with over 30 other statewide organizations, and with the Ohio Parents for Drug Free Youth in a statewide coalition to involve all eighty-eight (88) counties in prevention activities; and

Whereas, The State theme for Red Ribbon Week is united for a Drug Free Ohio and alcohol and other drug abuse in this nation has reached epidemic stages, and the 15 to 24 year old age group is dying at a faster rate than any other age group; and alcohol and other drug problems kill 2700 Ohioans and cost Ohio over \$7.2 billion a year, and

Whereas, Commissioners Deborah Martin, Jim Ward, and Donald Wuertz are adopting this resolution urging Delaware County residents to increase their awareness of substance abuse, to participate in a unified commitment toward a drug free America and support community prevention activities; and

Whereas, We the Commissioners praise the anti-drug efforts of The Delaware County Red Ribbon Coalition which represents all aspects of the community; and

Whereas, Achieving a drug-free Ohio and drug-free America will require a commitment from all of us; and

Now Therefore, We The Board of County Commissioners of Delaware County Do Hereby Proclaim October 23-31, 1999, as Red Ribbon Week in Delaware County, and Encourage all Citizens of Delaware County to Participate in Prevention Activities Throughout the County.

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

RESOLUTION NO. 99-878

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:

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
074-7410-020 Recorder's Equipment – Srvs & Chrgs	074-7410-040 Recorder's Equipment - Equipment	\$ 4,000.00

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

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999

RESOLUTION NO. 99-879

IN THE MATTER OF SETTING TIME AND DATE FOR VIEWING OF AND PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE 0.404 ACRES LOCATED IN ORANGE TOWNSHIP EAST OF WORTHINGTON ROAD AND SOUTH OF OLDE WORTHINGTON ROAD AS INDICATED ON MAP SUBMITTED BY PETITIONER:

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

Whereas on October 1, 1999, the Delaware County Commissioners received a request filed by Donald R. Kenney requesting 0.404 acres of land in Orange Township located East of Worthington Road and South of Olde Worthington Road as indicated on map submitted by petitioner be vacated and pass, in fee, to the abutting land owner.

Therefore be it resolved, The Delaware County Commissioners will on **November 22, 1999, at 10:30 a.m.** view the 0.404 acres of land in Orange Township located East of Worthington Road and South of Olde Worthington Road as indicated on map submitted by petitioner and the surrounding area.

Further be it resolved, on **November 29, 1999, at 8:00 p.m.** a Public Hearing will be held to consider said vacation.

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

RESOLUTION NO. 99-880

IN THE MATTER OF APPROVING PLANS AND PLATS FOR WOODS OF DORNOCH, SECTION 1, SHELLBARK RIDGE, PHASE 4, JUMPER SUBDIVISION, SECTION 3 & 4, LA FORZA DEL DESTINO, TARTAN FIELDS, PHASE 8A & 8B, TARTAN FIELDS, PHASE 14, TARTAN FIELDS 17; AND DITCH MAINTENANCE PETITIONS FOR WALKER WOOD, SECTION 8, WALKER WOOD, SECTION 10, PHASE 1, WALKER WOOD, SECTION 11, TARTAN FIELDS, PHASES 8 & 9 AND TARTAN FIELDS, PHASES 14-18:

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

Woods of Dornoch, Section 1

Situated in the State of Ohio, County of Delaware, Township of Delaware, being located in Lots V and U, Section 1, Township 4, Range 19, United States Military Lands, being 16.879 Acres of that original 69.995 Acre Tract described in a deed to, New Green Highlands Development Limited, of record in Deed Book 671, Page 839, and 0.066 Acre of that 114.538 Acre Tract as described in a deed to Dornoch Development Limited, of record in Deed Volume 632, Page 666, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$165.00.

Shellbark Ridge, Phase 4

Situated in the State of Ohio, County of Delaware, Township of Genoa, being part of Farm Lot 1 in Section 3, Township 3, Range 17, United States Military Lands, and containing 18.087 acres, more or less, 17.219 acres of said 18.087 acres being out of that 32.589 Acre Tract of land conveyed to Highland Woods, Ltd. By deed of record in Deed Volume 591, Page 106, 0.154 acres of said 18.087 acres being out of that 21.916 Acre Tract of land conveyed to Highland Woods, Ltd. By deed of record in Deed Volume 591, Page 122 and 0.714 acres of said 18.087 acres being out of that 18.999 Acre Tract of land conveyed to Highland Woods, Ltd. By deed of record in Deed Volume 592, Page 222, all being of record in Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$117.00.

Jumper Subdivision, Section 3 & 4

Situated in the Township of Brown, County of Delaware, State of Ohio, located in Farm Lots 10, 12 & 16, Section 3 & 4, Township 5, Range 18, United States Military Lands, being a subdivision of 7.175 acres out of an original 88.971 Acre Tract (there being 4.035 acres in Farm Lot 10, Section 3, 2.727 acres in Farm Lot 12, Section 3, and 0.372 acres in Farm Lot 16, Section 4) as conveyed to Paul H. Jumper in Deed Book 346, Page 268 and Deed Book 631, Page 519, all references are to the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$6.00.

La Forza Del Destino

Situated in the Township of Kingston, County of Delaware, State of Ohio and being part of Farm Lot 13, Quarter-Township 4, Township 5, Range 17, of the United States Military Lands. Being a subdivision of 7.703 Acres, being all of an original 6.715 Acre Tract and 0.988 acres out of an original 5.017 Acre Tract owned by CADD Partnership, as recorded in Deed Book 658, Page 816 in the Delaware County Recorder's Office. Lot fee in the amount of \$9.00.

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

Tartan Fields, Phase 8A

Situated in the State of Ohio, County of Union, Township of Jerome, and County of Delaware, Township of Concord, being in Virginia Military Survey Number 3003 and containing 10.888 Acres, more or less, being 5.453 Acres, more or less, in Union County and 5.435 Acres, more or less, in Delaware, County, including 2.482 Acres of right-of-way, of which 0.602 Acres lies in Union County and 1.880 Acres lies in Delaware County, further being 0.760 Acres out of the 155.69 Acre Tract conveyed to NHG Development Group, Ltd. Of record in Deed Book 618 Page 397 (Delaware County) and Official Record 0069 Page 538 (Union County), and being 10.128 Acres out of the 25.74 Acre Tract conveyed to NHG Development Group, Ltd., by Deed of Record in Deed Book 618 Page 397 (Delaware County) and Official Record 0069 Page 538 (Union County), Records of the Recorder's Offices, Delaware and Union Counties, Ohio. Lot fee in the amount of \$48.00.

Tartan Fields, Phase 8B

Situated in the State of Ohio, County of Delaware, Township of Concord being in Virginia Military Survey Number 3003 and containing 5.877 acres, more or less, including 0.918 acres of right of way, being 5.877 acres out of the 25.74 Acre Tract conveyed to NHG Development Group Ltd., by deed of record in Deed Book 618, Page 397(Delaware County) and Official Record 69, Page 538(Union County),records of the Recorder's Offices, Delaware and Union Counties, Ohio. Lot fee in the amount of \$33.00.

Tartan Fields, Phase 14

Situated in the State of Ohio, County of Delaware, Township of Concord, being in Virginia Military Survey Number 2546 and containing 23.202 acres, more or less, including 4.958 acres of right-of-way, being all of the 4.700 Acre Tract conveyed to NHG Development Group, LTD.,by Deed Book , Page , all of the 4.900 Acre Tract conveyed to NHG Development Group, Ltd., by Deed Book , Page , 7.465 acres of the 20.929 Acre Tract original 18.529 Acre Tract conveyed to the NHG Development Group, Ltd., by Deed Book , Page , record of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$123.00.

Tartan Fields, Phase 17

Situated in the State of Ohio, County of Delaware, Township of Concord, being in Virginia Military Survey Number 2546 and containing 27.795 acres, more or less, including 4.505 acres of right-of-way, being 27.752 acre out of the 41.148 Acre Tract conveyed to NHG Development Group, LTD.,by Deed Of Record in Deed Book , Page and 0.043 acres of the 30.529 acres conveyed to the NHG Development Group, Ltd., by deed of record in Deed Book , Page , records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$150.00.

Walker Wood, Section 8 – Ditch Maintenance Petition

We the undersigned owners of 13.935 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Walker Wood, Section 8 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 Walker Wood, Section 8 Subdivision.

The cost of the drainage improvements is \$48,586.30 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-eight 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, \$1,278.59 per lot. An annual maintenance fee equal to 2% of this basis \$25.57 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 \$971.73 has been paid to Delaware County.

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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

Walker Wood, Section 10, Phase 1 – Ditch Maintenance Petition

We the undersigned owners of 16.128 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Walker Wood, Section 10, Phase 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 Walker Wood, Section 10, Phase 1 Subdivision.

The cost of the drainage improvements is \$47,563.73 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-three 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, \$1,441.33 per lot. An annual maintenance fee equal to 2% of this basis \$28.83 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 \$951.28 has been paid to Delaware County.

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

Walker Wood, Section 11 – Ditch Maintenance Petition

We the undersigned owners of 6.411 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Walker Wood, Section 11 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 Walker Wood, Section 11 Subdivision.

The cost of the drainage improvements is \$10,228.70 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. Eight 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, \$1,278.59 per lot. An annual maintenance fee equal to 2% of this basis \$25.57 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 \$204.57 has been paid to Delaware County.

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

Tartan Fields, Phases 8 & 9 – Ditch Maintenance Petition

We the undersigned owners of 33.234 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as Tartan Fields, Phases 8 & 9 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.

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999

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 Tartan Fields, Phases 8 & 9 Subdivision.

The cost of the drainage improvements is \$169,080.00 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. Sixty-eight 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, \$2,486.47 per lot. An annual maintenance fee equal to 2% of this basis \$49.73 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 \$3,381.60 has been paid to Delaware County.

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

Tartan Fields, Phases 14-18 – Ditch Maintenance Petition

We the undersigned owners of 94.109 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as Tartan Fields, Phases 8 & 9 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 Tartan Fields, Phases 14-18 Subdivision.

The cost of the drainage improvements is \$492,913.00 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. One hundred sixty-three 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, \$3,024.01 per lot. An annual maintenance fee equal to 2% of this basis \$60.48 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 \$9,858.26 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. 99-881

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR HIGHLAND LAKES EAST, SECTION 14, PHASE 1 & 2 AND HIGHLAND LAKES EAST, SECTION 14, OFFSITE STORM SEWER:

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

Highland Lakes East, Section 14, Phase 1

THIS AGREEMENT executed on this 18th day of October, 1999, between **DOMINION HOMES**, as evidenced by the **HIGHLAND LAKES EAST SECTION 14, PHASE 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 **Engineer's Estimate approved September 29, 1999 in the amount of \$223,235**, 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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

improvements stipulated herein.

Highland Lakes East, Section 14, Phase 2

THIS AGREEMENT executed on this 18th day of October, 1999, between **DOMINION HOMES**, as evidenced by the **HIGHLAND LAKES EAST SECTION 14, 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 **Engineer's Estimate approved September 29, 1999 in the amount of \$558,100**, 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 **FORTY-SIX THOUSAND SIX HUNDREDDOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County**

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

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

Highland Lakes East, Section 14, Offsite Storm Sewer

THIS AGREEMENT executed on this 18th day of October, 1999, between **DOMINION HOMES**, as evidenced by the **HIGHLAND LAKES EAST SECTION 14 OFFSITE STORM SEWER** 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 **Engineer's Estimate approved September 29, 1999 in the amount of \$34,370**, 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 **TWO THOUSAND EIGHT HUNDREDDOLLARS** 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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

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.

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

RESOLUTION NO. 99-882

IN THE MATTER OF ACCEPTING BONDING FOR SHELLBARK RIDGE, PHASE 4; TARTAN FIELDS, PHASES 8A & 8B, TARTAN FIELDS, PHASE 14, TARTAN FIELDS, PHASE 17 AND WOODS OF DORNOCH, SECTION 1:

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

Shellbark Ridge, Phase 4

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$134,116.00, and a bond in that amount is provided to cover the bonding of this project.

Tartan Fields, Phases 8A & 8B

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$51,800.00, and a bond in that amount is provided to cover the bonding of this project.

Tartan Fields, Phases 14

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$351,800.00, and a bond in that amount is provided to cover the bonding of this project.

Tartan Fields, Phases 17

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$216,200.00, and a bond in that amount is provided to cover the bonding of this project.

Woods of Dornoch, Section 1

The construction of the above referenced project was started without bonding, thereby not allowing the

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999

developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$41,000.00, and a bond in that amount is provided to cover the bonding of this project.

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

RESOLUTION NO. 99-883

IN THE MATTER OF ACCEPTING ROADS IN VILLAGES OF OAK CREEK, PHASE 6 AND DORNOCH ESTATES, SECTION 1:

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

Villages of Oak Creek, Phase 6

- An addition of 0.15 mile to Township Road Number 734, Royal Oak Drive
- An addition of 0.09 mile to Township Road Number 736, Pinecone Court

Return the Letter of Credit being held as maintenance surety to the developer, M/I Schottenstein Homes.

Dornoch Estates, Section 1

- Royal Dornoch Circle, to be known as Township Road Number 856
- Jericho Place, to be known as Township Road Number 857
- Blackthorn Way, to be known as Township Road Number 858
- Stonewater Court, to be known as Township Road Number 859

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

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

RESOLUTION NO. 99-884

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN DORNOCH ESTATES, SECTION 1:

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

Dornoch Estates, Section 1

- On Township Road Number 856, Royal Dornoch Circle, at its intersection with Township Road Number 92, Braumiller Road
- On Township Road Number 857, Jericho Place, at its intersection with Township Road Number 856, Royal Dornoch Circle
- On Township Road Number 858, Blackthorn Way, at its intersection with Township Road Number 856, Royal Dornoch Circle
- On Township Road Number 859, Stonewater Court, at its intersection with Township Road Number 856, Royal Dornoch Circle

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

RESOLUTION NO. 99-885

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR BAINBRIDGE MILLS, SECTION 1, PHASE 2:

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

Bainbridge Mills, Section 1, Phase 2

The roadway construction of the above referenced project has been completed and as the result of a recent field review, the County Engineer has determined that remedial work will be required during the year 2000 construction season.

In accordance with the Subdivider's Agreement, the Delaware County Engineer recommends that the maintenance bond be set at \$38,400.00 for the duration of the one year maintenance period. A maintenance bond in that amount has been submitted.

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

WHEREAS, Contractor and County entered into an Equipment/Professional Services Agreement (hereinafter referred to as "The Agreement") dated January 1, 1999, and;

WHEREAS, pursuant to the Agreement, any alternation of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an Addendum to be attached and made part of the Agreement. This Addendum shall have the same expiration date as the Agreement mentioned above and;

WHEREAS, the Contractor and the County desire to modify the terms of the Agreement to provide that Agreement shall include Imaging.

NOW THEREFORE, intending to be legally bound, the parties hereto agree to modify the Agreement as follows:

1. Contractor agrees to install Imaging
2. Contractor agrees to install four (4) additional workstations and one (1) additional laser printer.

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

- 3. The parties agree that the cost to the County for Tract services will be \$2.95 per instrument and \$2.35 per UCC.
- 4. All other terms of the Agreement between the parties shall remain in full force and effect unless specifically modified herein.

IN WITNESS THEREOF, the Contractor has hereunto affixed its hand and seal has caused these present to be executed in its name and by the County Officer duly authorized and has caused its corporate seal to be hereto affixed.

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

RESOLUTION NO. 99-889

IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR FOURWINDS DRIVE, PHASE 1, RIVER BEND, SECTION 4 AND RIVER'S EDGE AT ALUM CREEK, PHASE 1:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plans for Fourwinds Drive, Phase 1, River Bend, Section 4 and River's Edge at Alum Creek, Phase 1 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 99-890

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENTS FOR BRYN MAWR AT DELAWARE, SECTION 2:

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

Bryn Mawr at Delaware, Section 2

This agreement executed on this 18th day of October, 1999, by and between **M/I Schottenstein Homes Inc. Subdivider**, as evidenced by the **Bryn Mawr at Delaware, Section 2** 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 \$206,500.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 70 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 (\$179,125.00) 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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

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 upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$10,750.00, 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 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.

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999

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

RESOLUTION NO. 99-891

IN THE MATTER OF APPROVING THE CONTRACT WITH JVS ABLE FOR IN-HOME SERVICES:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the contract with JVS Able:

ABLE/DHS Proposal
Service Provider Contract

1. Delaware JVS ABLE will provide the following **in-home** services to CDHS clients on an as needed basis beginning August 1,1999 and ending June 30, 2000:
 - ◆ Basic skill and/or GED instruction
 - ◆ Life-skills training such as how to shop, budget, clean, cook and organize one's household
 - ◆ Mentoring—examples might include how to put children to bed each night at a set time and how to establish night-time rituals to prepare children for bed, or, listening and providing feed-back on experiences that have clients baffled at work
 - ◆ Counseling as it relates to minor stresses and headaches to keep clients focused and motivated- the teaching of coping skills
 - ◆ Family Literacy -how to engage the whole family in activities that foster a love of learning

- * Cost of in-home services will be 15.00 + 17% per hour, or, 17.55 per hour.
- * One hour of preparation time will be paid for each in-home visit (there will be no mileage paid; it is included in the prep time) Example: for a 2-hour in home visit, the ABLE instructor will be paid for 3 hours ~ 17.55

2. Delaware JVS ABLE will provide 3-hour classes (2x per week) for 10 weeks for CDHS clients. Class days and times will be Tuesdays and Thursdays from 8:30 AM-12:00 noon at Al-Eva's Learning Center Class emphasis will be on life-skill and employability issues and training. The curriculum will be customized to meet the needs of attendees during each specific contract period and will be developed with strong in-put from the JOBS units to meet current client needs. The curriculum may need to be revised every 10 weeks. First 10 week class to begin September 7, 1999. Classes to end June 30, 2000.

Class schedule: 8:30-9 study-time; 9-11 ABLE/GED; 11-12 life -skills
Cost of each 10 week class
8 hours per week (1 hour of prep time for ea. class) (~ 17.55 x 10 weeks = 1404.00 per 10 week session.

3. DHS will pay 100.00 per month rent for the use of Al-Eva's Learning Center (payable to Delaware JVS ABLE). Rent to be paid quarterly with instructional invoices.

*It would be beneficial if there could be an allowance of perhaps 100.00 maximum, that could be reimbursed for essentials that clients don't have. For example, if we are teaching housekeeping and the clients don't have a bucket, broom, and mop, we are stuck. This has happened and instructors, and others, have used their own money to accomplish the task.

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

RESOLUTION NO. 99-892

IN THE MATTER OF APPROVING THE CONTRACT WITH JVS ABLE FOR LIAISONS SERVICES:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the contract with JVS Able:

**Delaware County Department of Human Services
Service Provider Contract #3
Delaware JVS ABLE/Ombudsperson**

Delaware JVS ABLE agrees to provide the following service for the Delaware County Department of Human Services:

Provide individuals (trained by CDHS) to serve as ombudspersons or, liaisons, for DHS participants. The Liaison will assist individuals referred by DHS so that they might get the help necessary to understand the guidelines and services that may be available to them through CDHS.

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

- A. The provider understands and agrees that services will be provided from October 1, 1999, through June 30, 2000. Services will be paid at the following rate: \$15.00 per hour x 17% (17.55 per hour). Costs will be determined by the number of referrals and the number of hours needed by each referral.
- B. The provider understands and agrees that payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal funds.
- C. The provider agrees to submit a quarterly invoice and monthly report of activities to the department. The Department agrees to review the invoices and authorize, with adjustments, if needed, reimbursement for services provided within 15 working days of receipt of invoice.
- D. The provider agrees that the use or disclosure of any information by the provider concerning recipients for any purpose not directly connected to delivery of purchased services is prohibited.
- E. The provider understands and agrees that this written agreement supercedes all oral agreements.
- F. The provider agrees to hold harmless the County Department of Human Services, the Delaware County Board of County Commissioners, and the Ohio Department of Human Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- H. The Department and provider agree that in the performance of this agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons serviced under this agreement.
- I. No modifications to this agreement shall be effective until reduced to a writing and signed by both parties, except that in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this agreement such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- J. This agreement may be terminated by the provider or the Department upon even calendar days written notice. Failure to honor the terms of this agreement and/or the related state, federal, or local regulations shall result in immediate termination of this agreement. If any of the terms of this agreement change, the provider must notify the Department immediately.

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

RESOLUTION NO. 99-893

IN THE MATTER OF APPROVING THE CONTRACT WITH GESTALT ASSOCIATES FOR INDIVIDUAL COUNSELING:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the contract with Gestalt Associates.

CONTRACT

By and between Delaware County Department of Human Services and Gestalt Associates.

- 1. Delaware County DHS hereby agrees to pay Gestalt Associates the following amounts per session, with the understanding that Individual Counseling will occur weekly, the EMDR sessions will occur every other week and the psychiatric appointments will occur every other month.

Individual Counseling \$90.00/session X 26 sessions =	\$2340.00.
EMDR Sessions \$100.00/session X 13 sessions =	\$1300.00
Psychiatric Appointments \$160.00/session X 3 sessions = _____	\$ 480.00
- Total for 6 months	\$4120.00

Family Counseling will be covered under the Foster Parent's Insurance policy.

- 2. The sessions will continue for six months. At the end of six months, Gestalt Associates will provide a written evaluation of the Client's goals and progress towards those goals, and any further treatment recommendations. Delaware County DHS reserves the right to make the final decision on any payment for continuation of treatment beyond the initial six months.
- 3. Delaware County DHS will not pay for any team consults. It is expected that the fee described above

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999**

includes consultation.

4. Every 60 days, there will be a consult between the therapist and the Social Worker at no extra charge to Delaware County DHS.
5. There will be no case management services.
6. If the client is not able to keep his appointment, the business office MUST be notified 24 hours in advance or be charged for the appointment time.
7. "NO SHOWS" will be charged for the appointment time.
8. The Foster Family or the Client will be responsible for any missed appointment times.
9. This contract is subject to change if there is a change in the current custodial arrangement.
10. Gestalt Associates (hereinafter referred to as the Provider) understands and agrees that payment for all services provided in accordance with the provisions of this agreement depends upon the availability of County, State and Federal Funds.
11. The Provider agrees to submit an invoice to Delaware County DHS monthly. The Department agrees to review the invoices and authorize, with adjustments, if needed, reimbursement for services provided within 15 working days of receipt of invoice.
12. The provider agrees that the use or disclosure of any information by the provider concerning recipients for any purpose not directly connected to delivery of purchased services is prohibited.
13. The provider understands and agrees that this written agreement supercedes all oral agreements.
14. The provider agrees to hold harmless the County Department of Human Services, the Delaware County Board of County Commissioners, and the Ohio Department of Human Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
15. The provider agrees to maintain compliance with the state, federal, and local regulations which govern the provision of this service.
16. The Department and provider agree that in the performance of this agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons serviced under this agreement.
17. In the event the provider receives an overpayment, provider agrees to repay the Delaware County Department of Human Services the amount to which he/she was not entitled.
18. This agreement may be terminated by the provider or the Department upon seven calendar days written notice. Failure to honor the terms of this agreement and/or the related state, federal, or local regulations shall result in immediate termination of this agreement. If any of the terms of this agreement change, the provider must notify the Department immediately.

In the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this agreement, such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

This contract will commence on October 11, 1999 and will be in effect until April 11, 2000.

I do hereby understand and agree to the terms of this agreement.

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

RESOLUTION NO. 99-894

IN THE MATTER OF APPROVING THE AGREEMENT WITH THE HOUSE OF HOPE FOR COUNSELING SERVICES:

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

Agreement between the House of Hope for Alcoholics, Inc. and the Delaware County Department of Human

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 1999

Services for the payment of fees associated with the delivery of treatment services:

Summary of Agency Fees for Residential Clients at Stevens House

Residential clients are Medicaid qualified upon admission.
 The Federal Financial Participation rate for Medicaid eligible clients is 71.07%

Service	Agency Fee	Federal Medicaid Portion	ADAMH or Other Responsible Party	Comments/description
Long-term Residential (rent subsidy)	\$84.32/day	\$0.00	\$84.32 /day	Non-medicaid service, that is provided 7 days per week until discharge
Intensive Outpatient	\$52.50/day	\$37.31/day	\$15.19/day	Medicaid eligible service that is provided Mon. through Fri. excluding holidays, until discharge
Case Management	\$48.46/hour	\$34.44/hour	\$14.02/hour	Medicaid eligible service that is provided as needed

The House of Hope will invoice the Responsible Party for services delivered at the conclusion of each calendar month.

The Responsible Party agrees to make payment to the House of Hope for Alcoholics, Inc. for the services delivered, as shown on the monthly invoices. Fees will be based upon the above schedule until client discharge.

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

There being no further business, the meeting adjourned.

 Deborah Martin

 James D. Ward

 Donald Wuertz

Letha George, Clerk to the Commissioners