

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 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. 99-807

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETING HELD SEPTEMBER 20, 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 September 20, 1999 and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

RESOLUTION NO. 99-808

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 252504
THROUGH 253071:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 252504 through 253071 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-809

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Court of Common Pleas is requesting that Douglas Missman, Stephen Lawson and Kara Clark attend the Street Survival Seminar at Cincinnati on October 3 through October 6, 1999, in the amount of \$750.00.

Sanitary Engineer is requesting that Lyndon Johnson attend the SEOWEA Section Meeting at Pickerington on October 21, 1999, in the amount of \$15.00.

Human Services is requesting that Mona Reilly attend the OHSDA New Director Orientation at Columbus on October 26 through October 28, 1999, in the amount of \$84.00.

Building Regulations is requesting that Sandy Lewis and Beverly Pittman attend the BDS Education Program at South Euclid on September 29, 1999, in the amount of \$480.00.

Human Services is requesting that Carrie Block and Marcy Downing attend the People Types Training at Columbus on October 22, 1999, in the amount of \$45.80.

Human Services is requesting that Wendi Stephens attend the Civil Service Examination at Columbus on October 4 through October 8, 1999, in the amount of \$ 32.00.

Human Services is requesting that Craig Hill attend the Statewide Core Training at Columbus on November 10, 1999, through February 18, 2000, in the amount of \$ 140.00.

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

RESOLUTION NO. 99-810

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

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

SUPPLEMENTAL APPROPRIATIONS

Fund Number	Fund Name	Amount
096-9610-011	Road & Bridge Fines - Benefits	\$10,000.00

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Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Orange Township to City of Columbus, and

Whereas, Richard C. Braham, 145 East Rich Street, 4th Floor, Columbus, Ohio 43215, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **December 6, 1999, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 99-815

IN THE MATTER OF APPROVING SUBDIVISION PLATS FOR STILLWATER AND MINK RUN:

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

Stillwater

Situated in the Township of Liberty, County of Delaware, State of Ohio and being part of Farm Lot 15, Quarter-Township 1, Township 3, Range 19, of the United States Military Lands. Being a subdivision of 8.356 Acres out of an original 36.044 Acre tract owned by Elbert G. Griffith, an unmarried man, and Victorine Griffith, an unmarried woman, as recorded in Deed Book 468, Page 320 in the Delaware County Recorder's Office. Lot fee in the amount of \$15.00.

Mink Run

Situated in the Township of Thompson, County of Delaware, State of Ohio and being a part of Farm Lot 1 of J. Clark's Virginia Military Survey No. 3020 and part of Farm Lot 3 of H. Massie's Virginia Military Survey No. 5095 and being a part of Tract 1 (1.103 Acre Tract) and a part of Tract 2 (48.737 Acre Tract) conveyed to Landvest, LLC, as described in Deed Book 661, Page 88, County Recorder's Office, Delaware, Ohio. Lot fee in the amount of \$63.00.

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

RESOLUTION NO. 99-816

IN THE MATTER OF ACCEPTING ROADS IN BIG BEAR FARMS, SECTION 2 PART 1 AND SECTION 3 PART 3:

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

Big Bear Fams, Section 2, Part 1

- An extension of 0.26 mile to **Township Road Number 680, Waynebrown Drive**
- **Essex Court**, to be known as **Township Road Number 849**
- **Pioneer Court**, to be known as **Township Road Number 850**
- **Dorset Court**, to be known as **Township Road Number 851**

Big Bear Farms, Section 3, Part 3

- An extension of 0.27 mile to **Township Road Number 676, Big Bear Avenue**
- An extension of 0.11 mile to **Township Road Number 681, Hampshire Avenue**
- An extension of 0.10 mile to **Township Road Number 785, Auburn Avenue**
- **Kodiak Court**, to be known as **Township Road Number 852**

Return the Letter of Credit being held as maintenance surety to the developer, Planned Communities, Inc.

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

RESOLUTION NO. 99-817

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR PIATT MEADOWS, SECTION 1, PHASE 1 AND WILSHIRE ESTATE,SECTION 2B:

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

Piatt Meadows, Section 1,Phase 1

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, we recommend that the maintenance bond be set at \$36,932.40 for the duration of the one year maintenance period. A maintenance bond in that amount has been submitted.

Wilshire Estate, Section 2B

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, we recommend that the maintenance bond be set at \$50,000.00 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

RESOLUTION NO. 99-818

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN BIG BEAR FARMS, SECTION 2, PART 1 AND BIG BEAR FARMS, SECTION 3, PART 3:

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

Big Bear Farms, Section 2, Part 1

1. On **Township Road Number 849, Essex Court** at its intersection with **Township Road Number 680, Waynebrown Drive**
2. On **Township Road Number 850, Pioneer Court**, at its intersection with **Township Road Number 680, Waynebrown Drive**
3. On **Township Road Number 851, Dorset Court**, at its intersection with **Township Road Number 680, Waynebrown Drive**

Big Bear Farms, Section 3, Part 3

1. On **Township Road Number 681, Hampshire Avenue** on both north and south sides of its intersection with **Township Road Number 676, Big Bear Avenue**
2. On **Township Road Number 785, Auburn Avenue** on both north and south sides of its intersection with **Township Road Number 676, Big Bear Avenue**
3. On **Township Road Number 852, Kodiak Court**, at its intersection with **Township Road Number 785, Auburn Avenue**

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

RESOLUTION NO. 99-819

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:

Permit #	Applicant	Location	Type of Work
2268	Del-Co Water	Fredricks Road	Install 6” waterline
2269	Sprint Telephone	County Line Road	Place buried service

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

RESOLUTION NO. 99-820

IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY CHEMI-TROL CHEMICAL COMPANY FOR CENTERLINE STRIPING :

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

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Whereas, Delaware County went out to bid and bids were taken on September 20, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by Chemi-Trol Chemical Company of Gibsonburg, Ohio, has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Chemi-Trol Chemical Company in the amount of \$83,219.63 for the Centerline Striping.

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

RESOLUTION NO. 99-821

IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY MORTON SALT COMPANY FOR SODIUM CHLORIDE:

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

Whereas, Delaware County went out to bid and bids were taken on September 13, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by Morton Salt Company of Chicago, Illinois, has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Morton Salt Company in the amount of 20 Ton Minimum dump truck \$33.64/ton and 200 Ton Minimum pillar truck \$35.14/ton.

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

RESOLUTION NO. 99-822

IN THE MATTER OF AUTHORIZING SUBMITTAL OF APPLICATION FOR STATE CAPITAL IMPROVEMENT FUNDS TO THE OHIO PUBLIC WORKS COMMISSION DISTRICT 17 INTEGRATING COMMITTEE FOR THE REPLACEMENT OF THE REDBANK ROAD TWIN BRIDGES, AND THE CONCORD ROAD CULVERT EXTENSION:

It was move by Mr. Ward, seconded by Mrs. Martin to authorize the submittal of application for State Capital Improvement Funds to the Ohio Public Works Commission District 17 Integrating Committee for :

The replacement of the Redbank Road Twin Bridges at a total estimated cost of \$465,623. The grant amount requested for this project would be \$325,936.

A second request is for the Concord Road Culvert Extension at a total estimated cost of \$354,796. The grant amount requested for this project would be \$177,398.

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

RESOLUTION NO. 99-823

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Larry Ramey is resigning his position in the 911 Center effective October 1, 1999.

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

RESOLUTION NO. 99-824

IN THE MATTER OF REVISING THE PERFORMANCE EVALUATION FORM AND COMPENSATION MANAGEMENT SYSTEM IMPLEMENTATION PROCEDURE FOR EMPLOYEES UNDER THE BOARD OF COMMISSIONERS FOR REVIEW YEAR 1999:

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

Whereas, The Delaware County Commissioners and its management staff have recognized the need to improve and update the Performance Evaluation Form and implementation procedure for the Compensation Management System to better evaluate and compensate the Board's employees, and

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Whereas, The Board of Commissioners' management staff has investigated alternative methods of implementation of merit pay compensation systems that are recognized by other government agencies and pay plan consultants, and

Whereas, The Board of Commissioners believe that this new evaluation form implementation plan will afford more consistent reviews and more equitable compensation increases,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the new Performance Evaluation Form and implementation system for the Compensation Management System be adopted and utilized for the review year 1999.

Form is available for review at the Personnel Office

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

RESOLUTION NO. 99-825

IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR COVINGTON MEADOWS, SECTION 1; MEDALLION ESTATES, SECTION 7A; ORCHARDS AT BIG BEAR; RIVER BEND, SECTION 1, PHASE 1:

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

Covington Meadows, Section 1

This agreement executed on this 27th day of September, 1999, by and between M/I SCHOTTENSTEIN HOMES SUBDIVIDER, as evidenced by the COVINGTON MEADOWS SECTION 1 Subdivision Plat as filed with the Delaware County Recorder. Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$262,860.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for 78 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 (\$303,187.36) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this Agreement, the SUBDIVIDER shall deposit, with the

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DELAWARE COUNTY SANITARY ENGINEER the sum of \$18,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, 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 one (1) year maintenance bond or other approved financial warranties, equal to ten percent (25%) 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.

Medallion Estates, Section 7A

This agreement executed on this 27th day of September, 1999, by and between MEDALLION PROPERTIES, LLC SUBDIVIDER, as evidenced by the MEDALLION ESTATES SECTION 7A, Subdivision Plat as filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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The SUBDIVIDER shall upon executing this AGREEMENT , pay to the DELAWARE COUNTY SANITARY ENGINEER \$6,740.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for 2 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 (\$12,259.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$860.00 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 \$100.00, the SUBDIVIDER shall make an additional deposit of \$100.00 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

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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 one (1) year maintenance bond or other approved financial warranties, equal to ten percent (25%) 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.

Orchards at Big Bear

This agreement executed on this 27th day of September, 1999, by and between THE EPCON GROUP SUBDIVIDER, as evidenced by the ORCHARDS AT BIG BEAR 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 (\$166,450.00) 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

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It is further agreed that upon execution of this Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$8,300.00 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 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 one (1) year maintenance bond or other approved financial warranties, equal to ten percent (25%) 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 1, Phase 1

This agreement executed on this 27th day of September, 1999, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the RIVER BEND, SECTION 1, PHASE 1 Subdivision Plat as filed with the Delaware County Recorder. Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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The SUBDIVIDER shall upon executing this AGREEMENT , pay to the DELAWARE COUNTY SANITARY ENGINEER \$115,238.72(70 lots x \$2,950/lot=\$206,500.00-\$91,261.28 oversize reimbursement=\$115,238.72) 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 prior to January 1, 1999, equal to the cost of construction (\$572,265.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$28,600.00 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.

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

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

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

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

RESOLUTION NO. 99-826

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS AT BIG BEAR FARMS, SECTION 8:

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:

Big Bear Farms, Section 8 3,590 feet of 8 inch Sewer 18 Manholes

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

RESOLUTION NO. 99-827

IN THE MATTER OF ADOPTING RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR:

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

WHEREAS, the Board of County Commissioners have placed on the November 1998 ballot the continuance of .75% sales tax effective January 1, 1999, with .25% to go towards a 1.00 mill roll back of the General Fund Property Tax collection during 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008; and

WHEREAS, the Budget Commission of Delaware County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation;

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved, that there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

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Fund Auditor's Tax	Amount approved by Budget Commission Inside 10M Limitation	Amount to be Derived From Levies Outside 10M Limitation	County Estimate of Rate to be Levied	
			Inside	Outside
General Fund	\$4,461,161.71		1.80	
Permanent Improvements	\$ 247,842.31		.10	
Current expense levy as authorized by voters on May 1998 not to exceed 3 years (911)		\$947,652.86		.62
Levy authorized by voters November 1995 not to exceed 5 years – Mental Retardation		\$4,528,608.16		2.10
Total			1.90	2.72

BE IT RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

RESOLUTION NO. 99-828

IN THE MATTER OF REVISING TERMINATION DATE IN RESOLUTION NO. 99-806:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the change of termination date of Denise Schwenk's from September 20, 1999 to September 27, 1999.

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

10:00 AM Bid Opening for Uniforms for Emergency Services and Dog Warden

1. Leo Meyers
2. Roy Taylor

Bids will be reviewed and a recommendation will follow.

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners