

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2000**

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**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

**8:00 AM Duncan Whitney, Delaware County Prosecutor**

**10:00 AM Public Hearing for the County's FY 2000 CDBG Program**

**RESOLUTION NO. 00-296**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION AND PERSONNEL MATTERS AT 8:00 AM:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to go into Executive Session.

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

**RESOLUTION NO. 00-297**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:59 AM:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to adjourn out of Executive Session.

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

**RESOLUTION NO. 00-298**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD APRIL 3, 2000:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held April 3, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

**RESOLUTION NO. 00-299**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 268957 THROUGH 269455:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 268957 through 269455 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-300**

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

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

Treasurer is requesting that Dale Wilgus attend the Spring Treasurer Conference at Dellroy, Ohio on May 9 through May 12, 2000, in the amount of \$800.00.

Juvenile Court is requesting that Dodie Davenport and Marilyn Kinniard attend the Workplace Seminar for Court Personnel at Delaware, Best Western on May 5, 2000, at no cost.

Juvenile Court is requesting that Erin Givens attend the Victims Services Conference at Columbus on May 15 through May 16, 2000, in the amount of \$10.00.

Maintenance is requesting that Randy Ormeroid attend the Indoor Air Quality Workshop at Columbus on April 26, 2000, in the amount of \$225.00.

Buildings is requesting that Duane Matlack, Dave Diehl and Joe Scherler attend the COCOA Seminar "Right of Entry" at Columbus on April 18, 2000, in the amount of \$105.00.

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County Engineer is requesting that Ron Ford attend the APWA/SMSO Conference at Columbus on May 17, 2000, in the amount of \$60.00.

Records Center is requesting that Lori Williams attend the Business Writing Basics for Professionals Seminar at Columbus on June 14, 2000, in the amount of \$224.00.

Human Services is requesting that Craig Hill attend the Sexual Assault Response Team Training at Ohio Wesleyan on April 11 through April 12, 2000, in the amount of \$50.00.

Veteran Services is requesting that Valerie Crane attend the National Summit on Women Veterans Issues at Washington D.C. on June 23 through June 25, 2000, in the amount of \$898.33.

Human Services is requesting William Henneke receive the mileage that was omitted from his travel request to attend the Eating Disorder and Managing Burnout Conference at Plain City on April 14, 2000, in the amount of \$10.80.

Human Services is requesting additional \$32.40 for John Reeves mileage to Rape and Sex Abuse Investigations Training at Reynoldsburg on March 13 through March 14, 2000.

Human Services is requesting that Angela Thomas, Jim Little and Lee Hayes attend the Child Welfare Meeting at Columbus on April 13, 2000, in the amount of \$25.00.

Human Services is requesting the registration fee in the amount of \$50.00 for Lisa Newman and Sarah Hoffer be approved for the Eating Disorder and Burnout Seminar at Plain City. This fee was omitted from the original travel request.

Human Services is requesting that Craig Hill attend the "Domestic Violence" Workshop at Columbus on June 21 through June 22, 2000, in the amount of \$18.00.

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

**RESOLUTION NO. 00-301**

**IN THE MATTER OF CANCELING THE JUNE 5, 2000, COMMISSIONERS' SESSION:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to cancel the June 5 Commissioners' Session due to the Commissioners attending the County Commissioners' Summer Conference.

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

**RESOLUTION NO. 00-302**

**IN THE MATTER OF AMENDING THE DATE AND TIME FOR ANNEXATION PUBLIC HEARING FOR THE FOLLOWING ANNEXATION REQUESTS:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to amend the following:

Annexation of 77.5 Acres from Delaware Township to City of Delaware Hearing currently scheduled for June 5, 2000, at 7:30 PM. Reschedule hearing to **June 12, 2000, at 7:30 PM.**

Annexation of 97.243 Acres from Liberty Township to the Village of Powell Hearing currently scheduled for June 5, 2000, at 8:00 PM. Reschedule hearing to **June 12, 2000, at 8:00 PM.**

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

**RESOLUTION NO. 00-303**

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

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

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-3320-015 Sheriff-Mat & Sup	001-3320-040 Sheriff-Equip	\$10,000.00

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**TRANSFER OF FUNDS**

FROM:	TO:	AMOUNT:
111-4530-047 Children's Services - Transfers	003-4520-087 Human Services - Transfers-In	\$ 136,227.71
Vote on Motion	Mr. Ward      Aye      Mrs. Martin      Aye	Mr. Wuertz      Aye

**RESOLUTION NO. 00-304**

**IN THE MATTER OF PLATS APPROVAL FOR VILLAGES OF OAK CREEK, PHASE 10, PART B; AUGUSTA WOODS; COVINGTON MEADOWS, SECTION 1 AND PLANS FOR HARVEST WIND, PHASE 5 AND ARBORS AT CHESHIRE:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following plats and plans:

**Villages of Oak Creek, Phase 10, Part B**

Situated in the State of Ohio, County of Delaware, Orange Township, being part of Farm Lots numbered 26 and 27 of Section 3, Township 3, Range 18, United States Military lands containing 6.386 acres, more or less, being 6.386 acres out of the 50.971 acre tract conveyed to Homewood Corporation, an Ohio Corporation, by deed of record in Deed Volume 0583, Page 781, 782 and 783, including 1.658 acres of right-of-way area and of which 4.781 acres lies within Lot number 26 and 1.605 acres lies within Lot number 27, records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$60.00.

**Augusta Woods**

Situated in the State of Ohio, County of Delaware, Township of Genoa, being in Lot 28 of Section 3, Township 3, Range 17, United States Military Lands, containing 24.974 acres of land, more or less, 5.001 acres of said 24.974 acres being all of that 5.001 acre tract of land described in the deed to Joanna L. Pingue of record in Deed Book 605, Page 133, and 19.973 acres of said 24.974 acres being all of that 19.973 acre tract of land described in the deed to Edgemont Development Company, Ltd., of record in Deed Book 605, Page 124, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$93.00.

**Covington Meadows, Section 1**

Situated in the State of Ohio, County of Delaware, Township of Genoa and in Farm Lot 10, Quarter Township 2, Township 3, Range 17, United States Military Lands, containing 18.482 acres of land, more or less, said 18.482 acres being comprised of part (15.618 acres) of that tract of land conveyed to M/I Schottenstein Homes, Inc. by deeds of record in Deed Book 670, Page 389 and Deed Book 617, Page 643 and part (2.864 acres) of that tract of land conveyed to M/I Schottenstein Homes, Inc. by deed of record in Deed Book 670, Page 392, all being of records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$237.00.

**Harvest Wind, Phase 5**

Genoa Township, part of Farm Lot 3 & 4, in Section 4, Township 3, Range 17, in the United States Military Lands, Delaware County, Ohio

**Arbors at Cheshire**

Lot 52 and vacated East Street in David White's addition to the Village of Cheshire, Plat Book 2, Page 87, and Part of Farm Lot 6, Quarter-Township 4, Township 4, Range 18, United States Military Lands, Berlin Township, Delaware County, Ohio.

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

**RESOLUTION NO. 00-305**

**IN THE MATTER OF ACCEPTING BONDING FOR AUGUSTA WOODS:**

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

**Augusta Woods**

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 \$77,100.00, and a Letter of Credit in that amount is provided to cover the bonding of this project.

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

**RESOLUTION NO. 00-306**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U-000023	General Telephone	S. Section Line road	Place telephone cable
U000024	Columbia Gas	Home Road	Install gas main
U000026	General Telephone	Mooney Road	Place telephone cable
U000028	Columbia Gas	Green Meadows Drive	Install gas main

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

**RESOLUTION NO. 00-307**

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ONE USED 1990 OR NEWER MOTOR GRADER:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve specifications and set bid opening date and time:

Sealed bids will be received by the Delaware County Commissioners, 101 N. Sandusky Street, Delaware, Ohio 43015 for **One Used 1990 or Newer Motor Grader**. Said bid shall be based upon pricing per the attached specs. Bids will be received until **10:00 a.m. on Monday, May 1, 2000**, at which time said bids shall be opened. An award shall be made at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

All bids shall meet the General Specifications which may be obtained at the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015.**

Bids shall be submitted in a sealed envelope and marked "**SEALED BID FOR USED MOTOR GRADER**".

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

**RESOLUTION NO. 00-308**

**IN THE MATTER OF APPROVING THE CONTRACT MODIFICATION #2 WITH FLOYD BROWNE ASSOCIATES FOR PIATT ROAD OPWC PROJECT:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the modified contract for Piatt Road OPWC Project:

**MODIFICATION AGREEMENT** made and entered into this 10th day of April, 2000, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **FLOYD BROWNE ASSOCIATES, INC.**, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated July 26, 1999, by and between the **DELAWARE COUNTY COMMISSIONERS and FLOYD BROWNE ASSOCIATES, INC.**

That said **FIRST AND SECOND PARTY**, hereby agree to increase the Current Contract amount of **\$39,983.00 by \$3,875.00** for compensation for project associated soil borings as deemed necessary and agreed to by the Delaware County Engineer and Berlin Township Trustees. That Change described in letter dated March 2, 2000, (attached) are hereby incorporated by reference into the original plans, specifications and agreement. The revised contract amount is, therefore, increased to a **TOTAL of FORTY THREE THOUSAND EIGHT HUNDRED FIFTY EIGHT DOLLARS AND ZERO CENTS (\$43,858.00)** to be paid as specified in the terms of the original agreement.

The **FIRST PARTY** agrees to furnish all the necessary material, labor and equipment required to complete the project design known as **Piatt Road Improvements**, Delaware County, Ohio, in accordance with, are hereby declared to be a part of said **Contract**.

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

**RESOLUTION NO. 00-309**

**IN THE MATTER OF SANITARY SEWER PLANS APPROVAL IN ARBORS AT CHESHIRE AND**

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**WALKER WOOD, SECTION 12:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plans for Arbors at Cheshire and Walker Wood, Section 12 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 00-310**

**IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENTS FOR FERIDEAN COMMONS; LAKES OF POWELL OFFSITE; MEDALLION ESTATES, SECTION 10, PHASE 1 AND MEDALLION ESTATES, SECTION 10, PHASE 2:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following Sanitary Subdivider's Agreements:

**Feridean Commons**

This agreement executed on this 10th day of April 2000, by and between FERIDEAN COMMOMS, LTD. SUBDIVIDER, as evidenced by the FERIDEAN COMMONS 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 (\$37,013.84) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,220.00 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 \$45.00  
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.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

**Lakes of Powell Offsite**

This agreement executed on this 10th day of April 2000, by and between M/I SCHOTTENSTEIN HOMES. SUBDIVIDER, as evidenced by the LAKES OF POWELL OFFSITE FORCEMAIN 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 (\$63,728.00) 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.

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,800.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$45.00  
CAMERA TRUCK \$150.00

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

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

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

**Medallion Estates, Section 10, Phase 1**

This agreement executed on this 10th day of April 2000, by and between M/I SCHOTTENSTEIN HOMES, INC. SUBDIVIDER, as evidenced by the MEDALLION ESTATES, SECTION 10, PHASE 1 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 \$101,440.00, 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 32 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 (\$60,500.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,650.00 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 \$45.00  
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



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\$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

**Medallion Estates, Section 10, Phase 2**

This agreement executed on this 10th day of April 2000, by and between M/I SCHOTTENSTEIN HOMES, INC. SUBDIVIDER, as evidenced by the MEDALLION ESTATES, SECTION 10, PHASE 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 \$110,950.00, 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 35 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

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which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$81,450.00) 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 all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,700.00 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 \$45.00  
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.

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

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

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

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

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

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

**RESOLUTION NO. 00-311**

**IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to certify the Sanitary Sewer Capacity Charges as follows:

**271 South Liberty Street, Powell**

In the amount of \$2,400.00 with \$448.80 finance charge (pro-rated over a 5 year period) making total of \$2,848.80 for placement on tax duplicate. Bi-annual payment being \$284.88.

**6210 Frost Road**

In the amount of \$5,900.00 with \$1,103.30 finance charge (pro-rated over a 5 year period) making total of \$7,003.30 for placement on tax duplicate. Bi-annual payment being \$700.33.

**6240 Frost Road**

In the amount of \$5,900.00 with \$1,103.30 finance charge (pro-rated over a 5 year period) making total of \$7,003.30 for placement on tax duplicate. Bi-annual payment being \$700.33.

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

**RESOLUTION NO. 00-312**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN WESTERVILLE RESERVE, PHASES 1 AND 2:**

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

Westerville Reserve, Phases 1 & 2            2,926 feet of 8 inch sewer            15 manholes

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

**RESOLUTION NO. 00-313**

**IN THE MATTER OF APPROVING QUARTERLY FINANCIAL REPORT FOR LITTER GRANT:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the quarterly financial report for the Recycle Ohio Grant.

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

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**RESOLUTION NO. 00-314**

**IN THE MATTER OF APPOINTING DOUGLAS B. SAMS TO THE LOCAL EMERGENCY PLANNING COMMITTEE:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to appoint Douglas B. Sams to the Local Emergency Planning Committee.

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

**RESOLUTION NO. 00-315**

**IN THE MATTER OF RE-APPOINTMENT OF CHRIS BAUSERMAN TO THE DISTRICT 17 INTEGRATING COMMITTEE AND APPOINTING RYAN MRAZ AS AN ALTERNATE:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to re-appoint Chris Bauserman, Engineer, to the District 17 Integrating Committee and Ryan Mraz as an alternate, effective May 31, 2000, for a three year term.

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

**PRESENTATION – SUSAN HOLLENBACH, C.S.E.A. -“SETS” CENTRALIZED COLLECTIONS**

**RESOLUTION NO. 00-316**

**IN THE MATTER OF VERIFYING THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY HAS SUCCESSFULLY COMPLETED ITS SETS CONVERSION:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to verify the following:

It is understood and confirmed that all active child support cases are being processed by the SETS System and the old system is no longer being used to support the distribution of funds, care management or Federal reporting.

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

**PRESENTATION – TIM BOLAND, DIRECTOR OF ECONOMIC DEVELOPMENT- RESULTS OF THE COUNTY’S TAX INCENTIVE PROGRAMS (ENTERPRISE ZONES, COMMUNITY REINVESTMENT AREA AND TAX INCREMENT FINANCING) FOR 1999**

Detailed information in Minutes of meeting

**RESOLUTION NO. 00-317**

**10:00 AM -IN THE MATTER OF PUBLIC HEARING FOR THE COUNTY’S FY 2000 CDBG PROGRAM:**

Hearing Opened at 10:05 AM.

Tim Boland talked about six programs that are under the CDBG program which are Formula Allocation, Water & Sewer, Economic Development, Downtown Revitalization Competitive, Discretionary and Imminent Treat Program.

Mrs. Martin will be meeting with Mr. Boland to discuss possibilities regarding the Bellpoint Bridge Project.

It was moved by Mr. Wuertz, seconded by Mr. Ward to Close the Hearing at 10:24 AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin  
  
\_\_\_\_\_  
James D. Ward  
  
\_\_\_\_\_  
Donald Wuertz

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Letha George, Clerk to the Commissioners

**Elected Officials Luncheon  
April 12, 2000**

Present: Chris Bauserman, Judge Shaw, Kay Conklin, Judge Krueger, Jim Ward, Kevin Williams, Don Wuertz, Debbie Martin, Letha George, Dave Yost, Dale Wilgus, Dave Cannon, Judge Loudon, and Myra Williams

Discussed: Records Center, Dental Benefits, Employee Recognition

**Special Session Bun's Restaurant  
April 13, 2000**

Commissioners met with Larry Long, CCAO Executive Director; Cheryl Subler, CCAO Policy Analyst; Kevin Futryk, Consultant; and Ed Honton of the Ohio Erie Trails organization.

Discussed a proposed hiking/bike trail that would run from Cincinnati to Cleveland.

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Letha George, Clerk to the Commissioners