

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 24, 2000

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

9:30 AM – Public Hearing on the Zoning Request of Robert and Amy Ziegler

10:00 AM – Executive Session for Pending Litigation

2:00 PM – Bid Opening for the Alum Creek Effluent Line Contract S99-3

RESOLUTION NO. 00-580

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD JULY 17, 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 July 17, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

A moment of reflection was observed for the loss of Mike Crawford, a Delaware County employee who lost his life over the weekend. He was a fine young man, and he will be missed.

RESOLUTION NO. 00-581

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 277696 THROUGH 278323:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 277696 through 278323 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-582

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Code Compliance is requesting that Fred Fowler attend the Floodplain Management in Ohio -Statewide Conference at Columbus on August 30 through August 31, 2000, in the amount of \$135.00.

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

RESOLUTION NO. 00-583

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO THOSE DELAWARE COUNTY STUDENTS WHO PARTICIPATED IN THE OHIO ACADEMY OF SCIENCE DAY:

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

WHEREAS, the State of Ohio encourages students from across the state to participate in the annual State Science Day, and

WHEREAS, the following students were selected from Delaware County to participate in State Science Day 2000,

- Crystal L. Cornett - Big Walnut High School
- Jennifer A. Cornett - Big Walnut High School
- Amelia F. Walton - Big Walnut High School
- John H. Needham – Big Walnut Middle School

- Aaron L. Iverson – Buckeye Valley High School
- Gideon P. Steed – Buckeye Valley Middle School

- Emmy W. Brockman – Willis Middle School
- Nathaniel A. Cook – Willis Middle School

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Jeffrey A. Cooper - Willis Middle School
Winn M. Johnson – Willis Middle School
April L. Shenkle – Willis Middle School
Kevin A. Ufferman – Willis Middle School

Nita V. Bhatt – Olentangy High School

Trenton R. Hayward – Village Academy Learning Unlimited
Whitney D. Laurien – Village Academy Learning Unlimited
Jose E. Macien – Village Academy Learning Unlimited
Sanjan Sundarajan - Village Academy Learning Unlimited

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to these students for participation in the State Science Day 2000

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates these students on their participation in State Science Day 2000. Their diligence and hard work have earned them the distinction of being selected to participate in this prestigious event.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

RESOLUTION NO. 00-584

IN THE MATTER OF FORWARDING THE LIQUOR LICENSE TRANSFER REQUEST OF JIM JOHNSON ENTERPRISES, INC. TO DAN MILLER, DBA ALL STOP TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Troy Township Trustees that Jim Johnson Enterprises, Inc., has requested the C-1 – C2 liquor license be transferred to Dan Miller, doing business as All Stop located at 5201 US 23 N 1st. FL., Delaware, Ohio 43015; and

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

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

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

RESOLUTION NO. 00-585

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 157.157, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

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 Delaware Township to City of Delaware, and

Whereas, Michael R. Shade, 41 North Sandusky Street, Delaware, Ohio, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that **Monday, October 2, 2000, at 8:00 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. 00-586

IN THE MATTER OF PLAT APPROVAL FOR GLAZE RUN:

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

Situated in the Township of Trenton, County of Delaware, State of Ohio, Located in Farm Lots 23, 24, & 25, Section 4, Township 5, range 16, United States Military Lands, being a Subdivision of 32.212 Acres (there being 15.109 Acres in Farm Lot 23, 10.989 Acres in Farm Lot 24, and 6.114 Acres in Farm Lot 25) out of an original 47.327 Acre Tract, as conveyed to Berry Development, Inc. in Deed Book 652, Page 216. All references are to the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$18.00.

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

RESOLUTION NO. 00-587

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR SUMMERWOOD, PHASE 1; OLDE STATE FARMS, SECTION 1; TWIN HICKORY FARM; HARVEST WIND, PHASE 7, SECTION 1; DITCH SETBACK ON BUTTERMILK HILL/NORTH SECTION LINE ROADS:

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

Summerwood, Phase 1

THIS AGREEMENT executed on this 24th day of July 2000, between CHARLES VINCE as evidenced by the **SUMMERWOOD, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 7/14/00, 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 all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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Engineer's satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications.**

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

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

CONSTRUCTION

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

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

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

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

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

AGREEMENT

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

Olde State Farms, Section 1

THIS AGREEMENT executed on this 24th day of July 2000, between **OLDE STATE FARMS, LTD.** as evidenced by the **OLDE STATE FARMS SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6.13/00, 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 all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

AGREEMENT

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

Twin Hickory Farm

THIS AGREEMENT executed on this 24th day of July 2000, between **RODD AND LINDA LAWRENCE** as evidenced by the **TWIN HICKORY FARM** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 7/7/00, 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 all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of

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said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

AGREEMENT

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

Harvest Wind, Phase 7, Section 1

THIS AGREEMENT executed on this 24th day of July 2000, between **BOB WEBB BUILDERS** as evidenced by the **HARVEST WIND PHASE 7, SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 7/18/00, 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 all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

AGREEMENT

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

Ditch Setback on Buttermilk Hill/North Section Line Roads

THIS AGREEMENT made and entered into this 24th day of July 2000, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **HOTHEM BUILDERS**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan for ditch improvements on the corner of N. Section Line and Buttermilk Hill Road, is governed by the following considerations, to wit:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "Delaware County Engineering and Surveying standards for Subdivision Development" and the current "Subdivision Regulations of Delaware County, Ohio".
- 4) The **SUBDIVIDER** shall deposit **ONE HUNDRED FIFTY DOLLARS (\$150)** for the Ditch Permit/Inspection fees.
- 5) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the Delaware County Engineer.
- 6) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 7) The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2001**.
- 8) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and
- 9) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 10) If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBSDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 11) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the Delaware County Engineer.
- 12) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 00-588

IN THE MATTER OF ACCEPTING ROADS FOR WALKER WOOD, SECTION 2, PHASE 2:

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

- An extension of 0.21 mile to **Township Road Number 885, Tucker Trail**
- **Kristin Court**, to be known as **Township Road Number 925**

We also request approval to 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. 00-589

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IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN WALKER WOOD, SECTION 2, PHASE 2:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize stop conditions at the following location:

- On Township Road Number 925, Kristin Court, at its intersection with Township Road Number 885, Tucker Trail

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

RESOLUTION NO. 00-590

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000085	Suburban Natural Gas	Cheshire Cove Section 1	Install gas line
U000086	Columbia Gas	Scioto Reserve 4,2	Install gas main
U000087	Suburban Natural Gas	Cameron Avenue	Install gas main

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

RESOLUTION NO. 00-591

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE AND SETTING BID OPENING DATE AND TIME FOR 2000 ROAD MARKING PROJECT:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve specifications, estimate and set bid opening date and time for **Monday, August 14, 2000, at 10:00 AM.**

Sealed proposals will be received at the **Delaware County Commissioner's Office, 101 N. Sandusky Street Delaware, Ohio 43015 until 10:00 a.m. local time on August 14, 2000** for furnishing all labor, materials and equipment necessary to complete the project known as **2000 Road Marking Project** and at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer's Office, 50 Channing St. Delaware, Ohio 43015. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer's estimate for the project is \$185,100.00

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

RESOLUTION NO. 00-592

IN THE MATTER OF APPOINTING ANDY THOMPSON TO THE LOCAL EMERGENCY PLANNING COMMITTEE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to appoint Andy Thompson to the Local Emergency Planning Committee.

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

RESOLUTION NO. 00-593

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Scott A. Gano has been promoted from Med Tech II to Crew Chief for EMS; effective date of promotion is July 25, 2000.

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

RESOLUTION NO. 00-594

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised

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Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Olentangy Environmental Control Center to expend county monies for the purchase or lease of a new 3000 gallon tandem tank truck; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

Now, therefore, upon the motion of Commissioner Ward, seconded by Commissioner Wuertz.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase or lease a 3000 gallon Tandem Tank Truck for use by the Olentangy Environmental Control Center.

Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one for replacement of current vehicle.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicle 3000 gallon Tandem Tank Truck cost of said purchase or lease will be \$120,000

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.

DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO.
Adopted this 24 Day of July, 2000.

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

RESOLUTION NO. 00-595

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR CONVENTIONAL TANDEM TANK TRUCK:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, August 28, 2000, at 10:10 AM.**

Sealed bids will be received by the Board of County Commissioners, Delaware, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:10 a.m.** prevailing time on **August 28, 2000**, at which time they will be publicly opened and read and the contract awarded as soon as possible.

Each bid must contain the full name of every person or company interested in same, and must be accompanied by an acceptable bid bond or certified check in the amount of \$500.00 made payable to Delaware County, Ohio. Bid specifications may be obtained from Olentangy Environmental Control Center, 10333 Olentangy River Road, Powell, Ohio 43065, during normal business hours.

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

RESOLUTION NO. 00-596

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR NITRATE SOLUTION FOR THE CONTROL OF HYDROGEN SULFIDE; SODIUM HYPOCHLORITE SOLUTION; FERRIC CHLORIDE SOLUTION; POLYMER FOR WASTEWATER TREATMENT PLANT PROCESSES:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, August 28, 2000, at 10:00 AM.**

Sealed bids will be received by the Board of County Commissioners, Delaware, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 a.m.** prevailing time on **August 28, 2000**, at which time they will be publicly opened and read and the contract awarded as soon as possible.

Each bid must contain the full name of every person or company interested in same, and must be accompanied by an acceptable bid bond or certified check in the amount of \$500.00 made payable to Delaware County, Ohio. Bid

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specifications may be obtained from Olentangy Environmental Control Center, 10333 Olentangy River Road, Powell, Ohio 43065, during normal business hours.

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

RESOLUTION NO. 00-597

IN THE MATTER OF IMPLEMENTING CLASSIFICATIONS DEVELOPED BY THE DEPARTMENT OF ADMINISTRATIVE SERVICES FOR NON-BARGAINING UNIT EMPLOYEES WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES AS REQUIRED UNDER OHIO ADMINISTRATIVE RULE 123:1-7-27:

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

Whereas, the Department of Administrative Services has reclassified the various job classifications within the county departments of job and family services; and

Whereas, Ohio Administrative Rule 123:1-7-27 mandates that the new classifications be adopted for all non-bargaining unit employees

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the new classifications be adopted per Ohio Administrative Rule 123:1-7-27 as follows:

<u>Class Number</u>	<u>Class Title</u>	<u>Pay Range</u>	<u>Probationary Period</u>
10221CS	Human Resource Officer	COMOT Level 5	180 Days
70161CS	Accountant	PAT Level 5	120 Days
30125CS	Elig./Referral Supervisor 1	SAM	120 Days
30134CS	Social Services Supervisor 1	SAM	120 Days
10133CS	Admin. Asst.. Supervisor	EXEC Level 1	120 Days
80112CS	County Human Services Admin.	EXEC Level 2	120 Days

Note: Pay Ranges were adopted under Commissioners' Resolution 00-544, adopted July 3, 2000, with an effective date of July 1, 2000.

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

RESOLUTION NO. 00-598

9:30 AM -IN THE MATTER OF PUBLIC HEARING FOR THE ZONING REQUEST OF ROBERT AND AMY ZIEGLER:

Hearing Opened at 9:30 AM.

It was moved by Mr. Ward, seconded by Mrs. Martin to Continue the Hearing until July 31, 2000, at 8:00 PM.

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

RESOLUTION NO. 00-599

10:00 AM -IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION AND REAL ESTATE:

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

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

RESOLUTION NO. 00-600

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 11:00 AM:

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

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

There being no further business, the meeting adjourned.

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James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners