

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 6, 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

2:00 PM Bid Opening for ACWRF Powell Road Effluent Line

7:30 PM Continuation of the Annexation Hearing of 31.12, More or Less, Acres from Orange Township to the City of Columbus

8:00 PM Continuation of the Annexation Hearing of 1.15, More or Less, Acres from Orange Township to the City of Columbus

RESOLUTION NO. 00-190

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD FEBRUARY 28, 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 February 28, 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. 00-191

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 265496 THROUGH 266120:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 265496 through 266120 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-192

IN THE MATTER OF PROCLAIMING THE MONTH OF MARCH AS DEVELOPMENTAL DISABILITIES MONTH:

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

WHEREAS, mental retardation and developmental disabilities are conditions which affect more than six million American children and adults and their families;

WHEREAS, the most effective weapons for alleviation of the serious problems associated with developmental disabilities are public knowledge and understanding;

WHEREAS, we encourage all our citizens to picture the potential of individuals with developmental disabilities, allowing them unlimited possibilities in all areas of their lives; and

WHEREAS, the potential for citizens with developmental disabilities to function more independently and productively must be fostered;

NOW, THEREFORE, WE, the Delaware County Commissioners, do hereby proclaim the month of March 2000, as Developmental Disabilities Month...

...and give full support to efforts toward enabling people with developmental disabilities to live productive lives and achieve their potential.

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

RESOLUTION NO. 00-193

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Dawn Pittman attend the "How to Lead a Team" at Reynoldsburg on April 13, 2000,

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in the amount of \$166.50.

Human Services is requesting that Rosemary Halterman attend the Depression & Other Major Affective Disorders Training at Columbus on April 5, 2000, in the amount of \$15.00.

Human Services is requesting that Rosemary Halterman attend the Paternal Deprivation Training at Columbus on June 2, 2000, in the amount of \$15.00.

Human Services is requesting that Rosemary Halterman attend the Talking About Alcohol and Other Drug Use Training at Columbus on May 18 through May 19, 2000, in the amount of \$30.00.

Child Support Enforcement Agency is requesting that CSEA Employees attend the Spring Conference at Columbus on March 27 through March 29, 2000, in the amount of \$840.00.

Juvenile Court is requesting that Todd Friedel attend the Junior Great Books Training at Hillsboro, Ohio on March 29 through March 30, 2000, in the amount of \$179.00.

Human Services is requesting that Craig Hill attend the Rape and Sex Crimes Investigation Training at Columbus on March 13 through March 14, 2000, in the amount of \$218.00.

Human Services is requesting that John Reeves attend the Fathering In The 90's at Columbus on June 13 through June 14, 2000, in the amount of \$42.00.

Human Services is requesting that John Reeves attend the It's Only Pot, Right? Seminar at Columbus on April 14, 2000, in the amount of \$21.00.

Human Services is requesting that John Reeves attend the Sexuality of Children, Healthy Sexual Behavior at Columbus on April 14, 2000, in the amount of \$21.00.

Human Services is requesting that John Reeves and Lisa Cabot attend the Investigative Interviewing in Child Sex Abuse Cases at Columbus on June 27 through June 28, 2000, in the amount of \$66.00.

Human Services is requesting that Carrie Block and Marcy Downing attend the Domestic Violence Training at Columbus on July 27 through July 28, 2000, in the amount of \$75.60.

Human Services is requesting that Marcy Downing attend the Welfare Reform for PCSA Workers at Columbus on April 7, 2000, in the amount of \$24.00.

Human Services is requesting that Marcy Downing and Lisa Cabot attend the Juvenile Sex Offenders Training at Columbus on May 8 through May 9, 2000, in the amount of \$48.00.

Human Services is requesting that Marcy Downing attend the Alcohol and Other Substance Abuse Training at Columbus on May 18 through May 19, 2000, in the amount of \$24.00.

Human Services is requesting that Marcy Downing attend the Paternal Deprivation Training at Columbus on June 2, 2000, in the amount of \$24.00.

Human Services is requesting that Marcy Downing attend the Working with the African American Male at Columbus on June 6, 2000, in the amount of \$24.00.

Human Services is requesting that Marcy Downing, Lisa Newman and Sarah Hoffer attend the Depression and Other Major Affective Disorders at Columbus on June 23, 2000, in the amount of \$51.00.

9-1-1 is requesting that Sharon Creamer attend the APCO Conference and Exposition at Worthington on April 10 through April 12, 2000, in the amount of \$110.00.

Human Services is requesting that Marie Ellinger attend the Children Service Training at Mansfield on May 25, 2000, in the amount of \$52.00.

Human Services is requesting that Marie Ellinger attend the Children Services Training at Columbus on April 5 and May 8 through May 9, 2000, in the amount of \$57.60.

Auditor is requesting that Merrill "Pinky" Sheets attend the Weights of Measure Spring Training at Columbus on April 4 through April 7, 2000, in the amount of \$171.00.

OECC is requesting that Rick Varner and Richard Felton attend the OTCO Annual Wastewater Workshop at Columbus on March 29 through March 30, 2000, in the amount of \$249.00.

Sanitary Engineer is requesting that Gary Zwolinski and Chad Antle attend the Help to Better Serve at Orange Township House on March 22, 2000, in the amount of \$70.00.

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Human Services is requesting that Craig Hill attend the Domestic Violence Training at Columbus on April 11 through April 12, 2000, in the amount of \$18.00.

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

RESOLUTION NO. 00-194

IN THE MATTER OF APPROVING THE PLATS FOR WESTERVILLE RESERVE , PHASE 1; SCIOTO RESERVE, SECTION 2, PHASE 2; SCIOTO RESERVE, SECTION 4, PHASE 2; SHERBROOK, PHASE 6 AND DITCH MAINTENANCE PETITIONS FOR WESTERVILLE RESERVE, PHASES 1 & 2 AND WILSHIRE ESTATES, SECTION 3, PHASE 1 & 2:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following Plats and Ditch Petitions:

Westerville Reserve, Phase 1

Situated in the State of Ohio, County of Delaware, Township of Genoa, Section 4, Township 3, Range 17, United States Military Lands, containing 5.305 Acres in Farm Lot 6, and 18.425 Acres in Farm Lot 8, and being 23.730 Acres, more or less, (including 4.963 Acres of right-of-way), out of the 24.398 Acre Tract conveyed to Romanelli and Hughes Building Company, by deed of record in Deed Volume , Pages thru , records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$174.00.

Scioto Reserve, Section 2, Phase 2

Situated in the State of Ohio, County of Delaware, Township of Concord, being 10.497 Acres in Farm Lot 13 and 6.760 Acres in Farm Lot 14, of Section 2, Township 3, Range 19, containing 17.257 Acres, more or less, including 3.309 Acres of right-of-way, out of the 57.583 Acre Tract conveyed to Homewood Homes, Inc. f.k.a. Homewood Corporation of record in deed volume 672, Pages 284-299, records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$136.00.

Scioto Reserve, Section 4, Phase 2

Situated in the State of Ohio, County of Delaware, Township of Concord, being 16.907 Acres in Farm Lot 30, 0.061 Acres in Farm Lot 16, 0.044 Acres in Farm Lot 29, and 1.130 Acres in Farm Lot 31 of Section 2, Township 3, Range 19, containing 18.142 Acres, more or less, including 3.139 Acres of right-of-way, and being 18.142 Acres out of the 221.136 Acre Tract conveyed to Home Road LTD., an Ohio Limited Liability Company by deed volume 672, Page 284-299 all of record in the Office of Delaware County Recorder. Lot fee in the amount of \$165.00.

Sherbrook, Phase 6

Situated in the State of Ohio, County of Delaware, Township of Genoa, being part of Farm Lot 2, Quarter Township 3, Township 3, Range 17, United States Military Lands, containing 20.928 Acres, more or less, (including 4.440 Acres of right-of-way), being 20.928 Acres out of a 100 Acre Tract conveyed to Tussic Road associates by deed of record in Deed Volume 653, Page 145 - 146, records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$180.00.

Westerville Reserve, Phases 1 & 2 – Ditch Maintenance Petition

We the undersigned owners of 27.970 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Westerville Reserve, Phases 1 & 2, as evidenced by the subdivision plan (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Westerville Reserve, Phases 1 & 2 Subdivision.

The cost of the drainage improvements is \$103,296.25 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Sixty lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,721.60 per lot. An annual maintenance fee equal to 2% of this basis \$34.43 will be collected for each lot. I understand that the basis for

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calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,065.93 has been paid to Delaware County.

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

Wilshire Estates, Section 3, Phase 1 – Ditch Maintenance Petition

We the undersigned owners of 5.8168 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Wilshire Estates, Section 3, Phase 1 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Wilshire Estates, Section 3, Phase 1 Subdivision.

The cost of the drainage improvements is \$23,720.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fifteen lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,581.33 per lot. An annual maintenance fee equal to 2% of this basis \$31.63 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$474.40 has been paid to Delaware County.

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

Wilshire Estates, Section 3, Phase 2 – Ditch Maintenance Petition

We the undersigned owners of 6.314 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Wilshire Estates, Section 3, Phase 2 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Wilshire Estates, Section 3, Phase 2 Subdivision.

The cost of the drainage improvements is \$24,050.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Sixteen lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,503.13 per lot. An annual maintenance fee equal to 2% of this basis \$30.06 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$481.00 has been paid to Delaware County.

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

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

RESOLUTION NO. 00-195

IN THE MATTER OF ACCEPTING THE CORRECTIONS OF SPELLING AND LENGTH OF VARIOUS ROADS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to accept the following corrections to the roads:

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From June 21, 1999 Meeting:

- Township Road Number 844 was accepted as Burnett Drive; this should, in fact, be known as Burnett Drive North.

From January 18, 2000 Meeting:

- Township Road Number 888 was accepted as Aiken Circle South; this should, in fact, be Aikin Circle South

From February 7, 2000 Meeting:

- An addition of 0.46 mile to Township Road Number 875, Aurora Avenue, was accepted into the public system. This, in fact, should have been an addition of 0.13 mile

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

RESOLUTION NO. 00-196

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR SCIOTO RESERVE, SECTION 2, PHASE 2; SCIOTO RESERVE, SECTION 4, PHASE 2; WALKER WOOD, SECTION 7, PHASE 2; WALKER WOOD, SECTION 10, PHASE 2:

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

Scioto Reserve, Section 2, Phase 2

THIS AGREEMENT executed on this 6th day of March, 2000, between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE, SECTION 2, PHASE 2** Subdivision Plat to be 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, 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 February 1, 2000, 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 **THIRTY-FIVE THOUSAND SEVEN 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

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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.

Scioto Reserve, Section 4, Phase 2

THIS AGREEMENT executed on this 6th day of March, 2000, between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE, SECTION 4, PHASE 2** Subdivision Plat to be 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, 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 February 1, 2000, 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 **THIRTY-FIVE THOUSAND FOUR 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.

Walker Wood, Section 7, Phase 2

THIS AGREEMENT executed on this 6th day of March, 2000, between **PLANNED COMMUNITIES, INC.** as evidenced by the **WALKER WOOD, SECTION 7, PHASE 2** Construction plans be 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 February 22, 2000, 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

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construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-TWO THOUSAND FOUR 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.

Walker Wood, Section 10, Phase 2

THIS AGREEMENT executed on this 6th day of March, 2000, between **PLANNED COMMUNITIES, INC.** as evidenced by the **WALKER WOOD, SECTION 10, PHASE 2** Construction plans be 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 February 22, 2000, 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

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 00-197

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SUB-TOTAL (MARCH 7, 2000)					\$375.00		
		POSTED	ROAD	PERMITS			
LAMA TRUCKING INC	P343	740.965.9847	740.965.9860	58,000	\$ 150.00	2/17/2000	
LAMA TRUCKING INC	P344	740.965.9847	740.965.9860	58,000	\$ 150.00	2/17/2000	
HAMILTON PARKER CO.	P345	740.363.1196	-	26,000	\$ 150.00	2/22/2000	
HAMILTON PARKER CO.	P347	740.363.1196	-	65,980	\$ 150.00	2/22/2000	
HAMILTON PARKER CO.	P348	740.363.1196	-	63,500	\$ 150.00	2/22/2000	
HAMILTON PARKER CO.	P349	740.363.1196	-	26,000	\$ 150.00	2/22/2000	
STOTTLEMYER HYDROMULCHING	P350	740.881.4486	740.666.1112	26,000	\$ 150.00	2/22/2000	17587
STOTTLEMYER HYDROMULCHING	P351	740.881.4486	740.666.1112	58,000	\$ 150.00	2/22/2000	17587
STOTTLEMYER HYDROMULCHING	P352	740.881.4486	740.666.1112	54,000	\$ 150.00	2/22/2000	17587
STOTTLEMYER HYDROMULCHING	P353	740.881.4486	740.666.1112	38,000	\$ 150.00	2/22/2000	17587
STOTTLEMYER HYDROMULCHING	P354	740.881.4486	740.666.1112	64,000	\$ 150.00	2/22/2000	17587
STOTTLEMYER HYDROMULCHING	P355	740.881.4486	740.666.1112	64,000	\$ 150.00	2/22/2000	17587
AEP/OHIO POWER	P356	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P357	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P358	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P359	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P360	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P361	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P362	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P363	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P364	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P365	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P366	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P367	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
AEP/OHIO POWER	P368	740.964.5424	740.964.5400	<80,000	\$ 150.00	2/23/2000	
FULLER TRUCKING(WILLIAM FULLER)	P369	740.625.4022	740.625.4006	69,000	\$ 150.00	2/23/2000	187
TAYLOR ROAD SUPPLY	P370	614.794.8115	614.891.0243	68,000	\$ 150.00	2/24/2000	2823
TAYLOR ROAD SUPPLY	P371	614.794.8115	614.891.0243	68,000	\$ 150.00	2/24/2000	2823
TAYLOR ROAD SUPPLY	P372	614.794.8115	614.891.0243	68,000	\$ 150.00	2/24/2000	2823
FULLER OIL COMPANY, INC.	P373	740.965.3886	740.965.3980	33,000	\$ 150.00	2/24/2000	
DUANE ERLNBACH	P374			68,500	\$ 150.00	2/23/2000	
S & S TRUCKING OF DELAWARE, LLC	P375			69,500	\$ 150.00	2/23/2000	
FULLER OIL COMPANY, INC.	P376	740.965.3886	740.965.3980	33,000	\$ 150.00	2/24/2000	
FULLER OIL COMPANY, INC.	P377	740.965.3886	740.965.3980	33,000	\$ 150.00	2/24/2000	
TROY SCHULTZ	P378	740.666.1704		63,500	\$ 150.00	2/24/2000	
WASTE MANAGEMENT INC	P379	614.833.5217	614.833.5280	74,000	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P380	614.833.5217	614.833.5280	65,000	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P381	614.833.5217	614.833.5280	68,160	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P382	614.833.5217	614.833.5280	54,000	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P383	614.833.5217	614.833.5280	55,000	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P384	614.833.5217	614.833.5280	57,000	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P385	614.833.5217	614.833.5280	60,500	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P386	614.833.5217	614.833.5280	65,000	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P387	614.833.5217	614.833.5280	68,500	\$ 150.00	2/24/2000	211345609
WASTE MANAGEMENT INC	P388	614.833.5217	614.833.5280	68,500	\$ 150.00	2/24/2000	211345609
JDR CUSTOM TRUCKING	P389	614.864.8630	614.864.2477	63,700	\$ 150.00	2/28/2000	5486
McNAMARA FARMS	P390	740.362.0163		80,000	\$ 150.00	2/29/2000	
SUB-TOTAL (March 7, 2000)					\$ 7,350.00		

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

RESOLUTION NO. 00-199

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR LIQUID ASPHALT, HOT MIX AND COLD MIX MATERIALS:

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It was moved by Mr. Wuertz, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, MARCH 27, 2000, at 10:00 AM.**

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

RESOLUTION NO. 00-200

IN THE MATTER OF APPROVAL OF COLLECTOR TILE AND DRAINAGE EASEMENT FOR THOMAS P. GERBER:

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

Situated in the Village of Lewis Center, County of Delaware and State of Ohio, being part of a 0.663 acre tract (by Survey) conveyed to Thomas P. and Mary J. Gerber in Deed Book 395, Page 645, said 0.663 acre tract being conveyed as all of Lots 56-61 (Tract I), a portion of Vacated Alley (Tract II) and a portion of Vacated Elm Street (Tract III) of A. D. Breed's Addition to the Village of Lewis Center as recorded in Plat Book 2, Page 148 and being more particularly described as follows:

Beginning at a iron pin found at the northwest corner of said 0.663 acre tract, being the northeast corner of land conveyed to Richard E. and Constance Jean Rutherford in Deed Book 550, Page 257 and in the south line of Main Street (Lewis Center Road);

Thence South 88 ° 45' 00" East, Along the north line of said 0.663 acre tract (south line of Main Street), a distance of 9.56 feet to a point;

Thence through said 0.663 acre tract, the following fourteen (14) courses and distances:

Course 1: South 06 ° 43' 27" East, a distance of 65.44 feet to a point;
 Course 2: South 53 ° 25' 31" East, a distance of 14.30 feet to a point;
 Course 3: South 78 ° 17' 09" East, a distance of 10.37 feet to a point
 Course 4: South 88 ° 28' 39" East, a distance of 13.57 feet to a point
 Course 5: South 85 ° 53' 41" East, a distance of 32.45 feet to a point
 Course 6: South 88 ° 10' 14" East, a distance of 26.20 feet to a point
 Course 7: South 01 ° 10' 41" East, a distance of 8.00 feet to a point
 Course 8: South 88 ° 49' 19" East, a distance of 19.91 feet to a point
 Course 9: South 01 ° 10' 41" East, a distance of 4.00 feet to a point
 Course 10: South 88 ° 49' 19" East, a distance of 11.00 feet to a point
 Course 11: North 01 ° 10' 41" East, a distance of 4.00 feet to a point
 Course 12: South 88 ° 49' 19" East, a distance of 45.12 feet to a point
 Course 13: North 01 ° 10' 41" East, a distance of 6.60 feet to a point
 Course 14: South 89 ° 34' 21" East, a distance of 23.89 feet to a point in the east line of said 0.663 acre tract, being the west line of First Street

Thence South 01 ° 11' 00" West, along said east line, a distance of 30.00 feet to a point;

Thence continuing through said 0.663 acre tract the following seven courses and distances:

Course 15: North 89 ° 34' 21" West, a distance of 40.42 feet to a point
 Course 16: North 86 ° 51' 15" West, a distance of 41.09 feet to a point
 Course 17: North 88 ° 10' 14" West, a distance of 45.56 feet to a point
 Course 18: North 85 ° 53' 41" West, a distance of 32.37 feet to a point
 Course 19: North 88 ° 28' 39" West, a distance of 15.57 feet to a point
 Course 20: North 78 ° 17' 09" East, a distance of 19.66 feet to a point
 Course 21: North 53 ° 25' 31" West, a distance of 22.37 feet to a point in the west line of said 0.663 acre tract, being the east line of said Rutherford Tract;

Thence North 01 ° 11' 00" West, along said west line, a distance 88.43 feet to the PLACE OF BEGINNING.

CONTAINING 0.155 acres of land according to a survey of existing conditions by Stults and Associates, Inc., Delaware, Ohio in December of 1999, all of which is out of said 0.663 acre tract.

The above description is based on and referenced to a "Plat of Collector Tile and Drainage Easement for Thomas P. and Mary J. Gerber" dated February 10, 2000, by Stults and Associates, Inc.

Subject however, to all easements, restrictions and rights of way of record, if any.

The Boundary of said 0.663 acre tract and the Basis of Bearings are based on a survey by Stults and Associates, Inc. and a plat thereof entitled "Plat of Survey for Thomas Gerber" dated May 19, 1999.

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References being to the records of the Recorder's Office, Delaware County, Ohio.

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

RESOLUTION NO. 00-201

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN EAGLE TRACE AND SHERBROOK, PHASE 5:

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:

Eagle Trace	7,816 feet of 8inch sewer 13 feet of 10 inch sewer 3,687 feet of 12 inch sewer	
Sherbrook, Phase 5	5,219 feet of 8 inch sewer 1,076 feet of 10 inch sewer	26 manholes

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

RESOLUTION NO. 00-202

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR SUMMERFIELD VILLAGE, SECTION 2, PHASES 1 & 2 AND PIATT MEADOWS, SECTION 2, PHASES 1 & 2:

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

Summerfield Village, Section 2, Phase 1

This agreement executed on this 6th day of March, 2000, by and between DOMINION HOMES SUBDIVIDER, as evidenced by the SUMMERFIELD VILLAGE, SECTION 2, 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 \$88,500.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 30 equivalent single family residential connections. The remaining capacity charge 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 (\$71,200.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

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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 \$5,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a 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.

Summerfield Village, Section 2, Phase 2

This agreement executed on this 6th day of March, 2000, by and between DOMINION HOMES SUBDIVIDER, as evidenced by the SUMMERFIELD VILLAGE, SECTION 2, PHASE 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County,

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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 \$76,700.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 26 equivalent single family residential connections. The remaining capacity charge shall be fifty (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 (\$59,810.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$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

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

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a 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.

Piatt Meadows, Section 2, Phase 1

This agreement executed on this 6th day of March, 2000, by and between DOMINION HOMES SUBDIVIDER, as evidenced by the PIATT MEADOWS, SECTION 2, 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 \$70,800.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 24 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 (\$22,853.00) 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.

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$1,600.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$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 Autocad DWG files or DXF files.

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

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

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

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

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

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

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This agreement executed on this 6th day of March, 2000, by and between DOMINION HOMES SUBDIVIDER, as evidenced by the PIATT MEADOWS, SECTION 2, 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 \$156,350.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 53 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 (\$128,060.00) 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 \$8,900.00 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

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construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

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

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

RESOLUTION NO. 00-203

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Uma Patankar has been terminated from his probation position as Med Tech I for EMS; effective date of termination is February 19, 2000.

Ann Marie McDonald has resigned her position as Med Tech II for EMS; effective date of resignation is February 28, 2000.

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

RESOLUTION NO. 00-204

IN THE MATTER OF APPROVING THE CONTRACT WITH DATA FOR THE PRIMARY TRANSPORTATION FOR DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following contract, which is continuant upon DATA excepting Delaware County Policy for random selection for drug and alcohol testing for drivers:

This service contract entered into this day 24th day of February, 2000, between the Delaware Area Transit Agency (hereafter called DATA) and Delaware County Department of Human Services (hereafter called Purchaser) for the purpose of providing transportation services to Individuals associated with the Purchaser.

WHEREAS, DATA has been established as a public transportation system to provide transportation services within Delaware County and certain points beyond the county line.

WHEREAS, DATA operates under Federal Transit Authority 49 U.S.C. Section 5311 for providing transportation services.

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WHEREAS, DATA maintains a fleet of vehicles for ambulatory and non-ambulatory persons.

WHEREAS, DATA drivers meet the qualifications and requirements as outlined in "Attachment A" of this contract.

WHEREAS, PURCHASER is in need of transportation services for its customers, employees, client, or students.

NOTIFICATION

DATA is public transportation system. This contract does not provide exclusive transportation to the PURCHASER'S clients/students. Individuals from then general public or other contracted clients/students may also at times be passengers in the vehicle during the transportation of the PURCHASER'S clients/students.

Conditions for Transportation of Children

1. The parent/guardian of the child must complete and sign the "Information-Authorization" Form.
2. Child transportation is limited to Demand/Response service only. Fixed Routes are excluded.
3. An adult attendant must accompany children under six years of age. Maximum ratio is 1:5.
4. All children must wear seat belts.
5. DATA reserves the right to exclude or require an adult attendant for any child(ren) for unacceptable behavior or other reasons that DATA administration determines may cause an unsafe transportation environment.
6. An adult must be present at the child's pick-up point and an adult must be present to take custody and responsibility of the child at the destination point.
7. There is no additional charge for attendants.

Term

The term of this contract shall be for a period commencing January 1, 2000, and will end December 31, 2000. Either party may terminate this contract by giving the other party hereto written notice thirty days prior to the effective date of such termination.

Services

The scope of services shall include, but not be limited to, transportation services to be provided based upon a Monthly Rider Schedule (See Attachment B) provided by the PURCHASER.

DATA SHALL

- Provide transportation service on a pre-arranged schedule within DATA'S operating times, service area, and established rules as outlined in " Attachment C'.
- Provide the PURCHASER with an 'Affidavit of Qualifications" for each driver
- Consult with the appropriate staff on issues concerning times for pick-up and drop-off.
- Provide services within the timelines identified in the Monthly Rider Schedule.
- Keep accurate records and send a monthly invoice and detail of services provided and charges to the PURCHASER.
- Maintain adequate insurance on all vehicles.
- Maintain vehicles and equipment in good operating order.
- Immediately notify the PURCHASE'S designee of any accident or incident no matter how minor that involves an individual covered by this contract.
- Drivers will provide assistance to riders as agreed to in the Monthly Rider Schedule.
- Drivers will insure that all wheelchairs are tied down.

The PURCHASER'S Shall

- Provide Monthly Rider Schedules (See Attachment B) of names, origins and destinations of individuals needing transportation services, including times that services are needed and any other special instructions.
- Provide both telephonic and written confirmation of any changes in ridership or times at least 24 hours in advance of effective change.
- Pay DATA for monthly services as indicated on DATA's monthly invoices within 30 days of invoice date.

Compensation

The PURCHASER has selected "Option 2" as indicated in Attachment D. All rider fares will be billed at these rates.

Confidentiality

DATA has adopted the following policy concerning confidentiality:

All information obtained and known by a DATA employee, DATA provider, or an employee of a DATA provider shall be considered confidential. No content of any record or contract should be subject for discussion except through DATA Administration with Provider and or a DATA dispatcher. All requests for rider information are to be

- discretion.
2. Sensitivity Training

ATTACHMENT C

DATA SERVICE INFORMATION

General Information

- DATA's operating hours are Monday through Friday 6:00 A.M to 6:00 PM and Saturday from 9:00 AM to 4:30 PM
- DATA's service area includes all of Delaware County and specific points in adjacent counties to transfer to other transportation systems. e.g., COTA Park-N-Ride at Crosswoods.
- DATA will provide incidental transportation, such as medical appointments to Columbus area medical facilities, up to fifteen miles beyond the boundaries of Delaware County for an additional fee. Either the origin point or destination point must be in Delaware County.
- There are two types of transportation available:
- "Fixed Route Service" which is a route that has pre-determined stops and times.

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- “Demand Response” which is curb to curb service requiring 24 hour advance notice.
 - Curb to Curb means that we will pick-up and drop-off at the curb. This does not include assisting riders to their door.
- Children must be at least 12 years of age to ride alone.
- Children under 12 years of age ride free when accompanied by a paying adult.
- Necessary care providers ride free with paying rider.
- Maximum of two carry-on packages per rider.
- Riders cannot be guaranteed.
- “As the Eagle Flies” means a straight line from point of pickup to point of destination.

ATTACHMENT D

DATA CONTRACT FARE RATES

- Standardized Base Rate=\$1.25 per mile “as the Eagle flies” per person from point to point.
 - All “General Information Applies” except:
 - *All contracted trips will also be open to the General Public.
 - *Contracts guarantee riders will be the first scheduled.
- Fixed Routes**
- * \$2.00 Fare one way for any Fixed Route Service
- Special Rates**
- *\$2.00 additional charge for door to door service per occurrence

Option 1

Become a DATA Partner. Contribute \$10,000 cash annually towards DATA’s operating fund.

Demand Response

- *\$4.00 Minimum fare outside of Delaware City limits.
- *\$2.50 Minimum fare when pick-up and destination is in the Delaware City limits.
- *\$0.75 per mile per person “as the Eagle flies” anywhere in the Service Area.
- *\$1.50 per mile for miles traveled outside of Service Area if rider has a valid “Any Service Unlimited Pass.”

Passes

- *\$50.00 Monthly Pass available for “Unlimited Fixed Route and Delaware City Limit Service”.
- *\$180.00 Monthly Pass available for “Unlimited Any Service” transportation within Service Area.

Option 2

Demand Response

- *\$6.00 Minimum fare outside of Delaware City limits.
- *\$4.00 Minimum fare when pickup and destination is in the Delaware City limits.
- *\$1.25 per mile per person “as the Eagle flies” anywhere in the service Area.
- *\$1.50 per mile for miles traveled outside of Service Area.
- *\$1.50 per mile for miles traveled outside of Service Area.

Passes

- *\$70.00 Monthly Pass available for “Unlimited Fixed Route and Delaware City limits services”.
- *\$210.00 Monthly Pass for Any Service in Service Area.

ATTACHMENT E

Child Transportation Information/Authorization

I, _____, Authorize that my Child _____, is permitted to ride DATA’s Demand Response Service without the company of an adult and understand that people from the general public are also welcome to ride the shuttle at the same time. DATA reserve the right to exclude service to a child without an attending adult or require an adult attendant for any child(ren) for unacceptable behavior or other reasons that DATA administration feels may cause an unsafe transportation environment.

By permitting my child to ride alone, _____. It is my responsibility to assure there be an adult present at the child’s pick-up point and drop-off location to take custody and responsibility of the child at the destination point. I will also provide DATA with emergency contact numbers to call if I am not able to pick my child up. I am aware that I may ride with my child any time at no additional charge.

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

RESOLUTION NO. 00-205

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE

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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 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 automobile; 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 Mr. Ward, seconded by Commissioner Mr. 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 motor vehicle 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 three for replacement of current vehicles.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicle is 4-Door Utility Vehicle and two (2) ½Ton Pick-up vehicles and that the estimated cost of said purchase or lease will be \$52,391.

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 6th Day of March, 2000.

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

RESOLUTION NO. 00-206

7:30 PM - IN THE MATTER OF CONTINUING THE HEARING FOR ANNEXATION OF 31.12, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

Mrs. Martin Opened the Hearing at 7:30 PM.

Mr. Reynolds, agent for the petitioner, presented the annexation. Discussion followed, with Mr. Wuertz expressing his belief that the service resolution from the City of Columbus is not adequate to protect the services of the area to be annexed.

Mrs. Martin moved to Close the Hearing at 8:05 PM.

RESOLUTION NO. 00-207

7:30 PM ORDER OF COMMISSIONERS FOR ANNEXATION OF 31.12, MORE OR LESS, ACRES OF LAND FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

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

The Commissioners of Delaware County, Ohio having on the 6th days of March heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Columbus, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Columbus as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the

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number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.

- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and
- 6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of City of Columbus.

Dated this 6th day of March, 2000.

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

RESOLUTION NO. 00-208

8:00 PM - IN THE MATTER OF CONTINUING THE HEARING FOR ANNEXATION OF 1.15, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

Mrs. Martin Opened the Hearing at 8:06 PM.

Mr. Sunderman, agent for the petitioner, presented the annexation. Mr. Wuertz again expressed his belief that ample services are not specified in the service resolution from the City of Columbus.

Mrs. Martin moved to Close the Hearing at 8:15 PM.

RESOLUTION NO. 00-209

8:00 PM ORDER OF COMMISSIONERS FOR ANNEXATION OF 1.15, MORE OR LESS, ACRES OF LAND FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

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

The Commissioners of Delaware County, Ohio having on the 6th days of March heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Columbus, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

- 1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
- 2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Columbus as required by Section 709.031(B) of the Revised Code;
- 3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and
- 6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of City of Columbus.

Dated this 6th day of March, 2000.

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

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2:00 PM BID OPENING FOR ACWRF POWELL ROAD EFFLUENT LINE:

1.	George Ingle & Co.		\$5,308,752.58
	36" Line cylinder pipe		Deduct 116,000
2.	Kokosing Construction		\$4,505,913.10
	36" Deduct	240,000	
	20" Deduct	10,000	
3.	Reynolds, Inc.		\$4,812,174.00
	36" Pipe Add 90,000	-concrete	
	20" Pipe Add 15,000	- concrete	
4.	Complete General Construction		\$4,161,888.00
	36" Deduct pressure pipe	140,000	
5.	Fields Excavating		\$5,391,592.68
	36" line cylinder pipe		Deduct 100,000
6.	Municipal Pipe Contractors		\$5,169,265.75
	36" Deduct	54,000	
	20" Deduct	3,900	

There being no further business, the meeting adjourned.

 Deborah Martin

 James D. Ward

 Donald Wuertz

 Letha George, Clerk to the Commissioners

Elected Officials Luncheon
March 8, 2000

Staff Present: Dale Wilgus, Betty Porter, Chris Bauserman, Jim Ward, Kay Conklin, Dave Yost, Tiffany Brinkmoeller, Jon Melvin, Chris Shaw, Don Wuertz, Dave Cannon, Kevin Williams, Judge Shaw, Judge Krueger, and Letha George

Discussed: Employee Recognition, Phone System Update, Administration Building Update, Library Update, and Records Center Space Issues

 Letha George, Clerk to the Commissioners