

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: James Ward, Deborah Martin, Donald Wuertz

8:00 AM – Duncan Whitney, County Prosecutor

RESOLUTION NO. 01-344

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 8:20 AM:

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

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

RESOLUTION NO. 01-345

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:15 AM:

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

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

10:00 AM- Bid Opening for Office Supplies for Delaware County

10:15 AM – Bid Opening for Rental of Farm Land on US 42

PUBLIC COMMENT – At the request of Mr. Wuertz, Mr. Yost presented documents showing property owned by the county located throughout the county and the City of Delaware. Discussed that there may be better ways of utilizing these properties. Elected Officials will review.

RESOLUTION NO. 01-346

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 300646 THROUGH 300813:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve for payment warrants numbered 300646 through 300813, and Purchase Orders and Vouchers as listed below:

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P10497	Delaware Lodge #76 B.P.O.E.	Purchase of easement at 110 N Sandusky St.	8612-4001	\$ 18,000.00

Vouchers

1P03570	Mcauliffe's Induserve	Work Benches, Shelving, Cabinets, for OECC Facility Building	3530-4160	\$ 4,854.24
		Freight	3530-2200	\$ 432.06
1B43054	Adriel School	Cluster	4535-2081	\$ 5,146.00
1B43054	LHS Family & Youth Services	Cluster	4535-2081	\$ 5,500.95
0B01321	Continental Office Environments	Furniture for Carnegie Library	8610-4102	\$ 118,200.65
1P07254	Delaware County Fair	Grant for Del Cty Fair	0120-3001	\$ 8,000.00
1B04754	Prudential Group Life	Long Term Disability Ins. Premium	0300-2506	\$ 5,704.25

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

RESOLUTION NO. 01-347

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Emergency Services is requesting that Pearline Howald attend the Thirteenth Annual Ohio Public Employment Law Conference at Columbus on April 27, 2001, in the amount of \$185.00.

Environmental Services is requesting that Barry Bryant attend the Wastewater Treatment Alternatives for Rural Communities at Delaware on various dates in the amount of \$10.00.

Auditor is requesting that Jane Tinker attend the Association of Government Accountants Training at Columbus

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

on May 9, 2001, in the amount of \$119.00.
Commissioners are requesting that Deborah Martin attend NACO Conference at Philadelphia on July 13 through July 17, 2001, in the amount of \$1,585.00.

Buildings is requesting that Dave LaValle and George Thomas attend the Planning and Zoning Workshop at Worthington on May 4, 2001, in the amount of \$150.00.

County Engineer is requesting that Richard Burnett and Jerry Ungashick attend the Bonded Concrete Overlays Training at Toledo on April 11, 2001, in the amount of \$26.00.

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

RESOLUTION NO. 01-348

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING THE SECOND WEEK OF APRIL 2001, AS THE NATIONAL TELECOMMUNICATORS WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS; the Congress of the United States, and the President of the United States have, since 1992, established the second week of April as National Telecommunicators Week, and;

WHEREAS; emergencies can occur at anytime, and;

WHEREAS; telecommunicators daily serve the citizens of Delaware County by providing that first and most critical contact between our citizens and their need for a public safety response, and;

WHEREAS; telecommunicators are the single vital communications link for monitoring, dispatching, providing information and ensuring the safety of law enforcement, fire, Emergency Medical and Emergency Management responders, and;

WHEREAS; this board believes that the telecommunicators that serve the citizens of Delaware County are a highly trained and dedicated corps of personnel, and;

WHEREAS; the services of public safety telecommunicators is a "silent service" that is seldom observed by the public that deserves recognition, and;

THEREFORE be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, that this resolution be passed, enthusiastically supporting recognition of all our professional telecommunicators by declaring the second week of April as the National Telecommunicators Week, and that all our citizens are invited to observe this event.

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

RESOLUTION NO. 01-349

IN THE MATTER OF APPROVING THE APPLICATION FOR THE LEAP GRANT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the application for the LEAP Grant:

Source of Funds	Amount	Percentage
OCJS Fund	\$29,700.00	75%
Cash Match	\$ 9,900.00	25%
Total	\$39,600.00	100%

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

RESOLUTION NO. 01-350

IN THE MATTER OF APPROVING PLATS FOR SCIOTO RESERVE, SECTION 4; THE PARK AT GREIF BROTHERS, AND EVANS ESTATES, SECTION 2:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the plats:

Scioto Reserve, Section 4

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Section 2, Township 3, Range

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

19 West, United States Military District containing 1.600 Acres in Farm Lot 28, and 12.862 Acres in Farm Lot 29, being 14.462 Acres, more or less, including 2.943 Acres of Right-of-Way, out of the 221.136 acre Tract conveyed to Home Road Ltd. in Deed Volume 672 at Page 284, of record in the office of the Delaware County Recorder. Lot fee in the amount of \$132.00.

The Park at Greif Brothers

Situated in the Township of Liberty and Berlin, County of Delaware, State of Ohio, located in part of Farm Lots 8, 9 and 10, Section 4, Township 4, Range 19, United States Military Lands (Liberty Township), and Farm Lot 34, Section 3, Township 4, Range 18, United States Military Lands (Berlin Township), being a 148.711 Acre Subdivision, comprised of 119.813 Acres out of an original 279.89 Acres conveyed to the Greif Bros. Corp. of Ohio, Inc. a Delaware Corporation, as recorded in Volume 0005, Page 1960, 28.33 Acre and 0.5604 Acre Tract as conveyed to Greif Bros. Corp. of Ohio, Inc., a Delaware Corporation as recorded in Volume 0032, Page 0928 and Volume 0005, Page 1960. Lot fee in the amount of \$3.00.

Evans Estates, Section 2

Situated in the Township of Genoa, County of Delaware, state of Ohio, located in Lot 1, Section 2, township 3 North, Range 17 West, United States Military Lands, and being part of an original 61.724 Acre Tract conveyed to Alice Evans, Trustee, as described in Deed Book 573, Page 83, County Recorder's Office, Delaware, Ohio. Lot fee in the amount of \$9.00.

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

RESOLUTION NO. 01-351

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR RIVER BEND, SECTION 4, PHASE 2 AND BAINBRIDGE MILLS, PHASE 2-2:

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

River Bend, Section 4, Phase 2

THIS AGREEMENT executed on this 9th day of April 2001, between **PLANNED COMMUNITIES, INC.** as evidenced by the **RIVER BEND SECTION 4, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 1/18/01, 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 **THIRTEEN THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**,

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

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.

Bainbridge Mills, Phase 2-2

THIS AGREEMENT executed on this 9th day of April 2001, between **HOMEWOOD CORPORATION** as evidenced by the **BAINBRIDGE MILLS PHASE 2-2** 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** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 3/7/01, 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 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 on which this **AGREEMENT** is executed 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

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001

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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **ELEVEN THOUSAND EIGHT HUNDRED NINETEEN 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 testing laboratory. 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.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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 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. 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 01-352

IN THE MATTER OF APPROVING THE CORRECT ROAD NUMBER FOR BRETTRIDGE DRIVE:

It was move by Mrs. Martin, seconded by Mr. Wuertz to approve the correct road number:

On October 2, 2000, the Delaware County Board of Commissioners approved the Engineer Office's recommendation to accept Brettridge Drive in the Bainbridge Mills Phase 2, Part 1 Subdivision as Township Road Number 934. It has recently come to the County Engineer attention that Brettridge Drive was previously accepted into the public system in the Liberty Lakes Section 3 Subdivision as Township Road Number 820 on January 11, 1999. Therefore, County Engineer is requesting that Delaware County Commissioners approve the acceptance of an extension of 0.08 miles to Township Road Number 820 for the Bainbridge Mills Phase 2, Part 1 Subdivision, eliminating the acceptance of Brettridge Drive as Township Road Number 934, and that the Liberty Township Trustees be notified of Delaware Commissioners action.

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

RESOLUTION NO. 01-353

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001

IN THE MATTER OF ACCEPTING ROADS IN WHITETAIL MEADOWS; SHELLBARK RIDGE, PHASE 4; EAGLE TRACE AND WOODS OF DORNOCH, SECTION 1:

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

Whitetail Meadows

- **Whitetail Lane**, to be known as **Township Road Number 934**

County Engineer request approval to return the Letter of Credit being held as maintenance surety to the developer, The Slane Company.

Shellbark Ridge, Phase 4

- An addition of 0.34 mile to **Township Road Number 827, Hawksbeard Drive**
- An addition of 0.05 mile to **Township Road Number 828, Steeplebush Avenue**
- **Foxglove Place**, to be known as **Township Road Number 961**
- **Sand Spurrey Court**, to be known as **Township Road Number 962**

County Enginee request approval to return the Letter of Credit being held as maintenance surety to the developer, The Danter Company.

Eagle Trace

- **Eagle Trace Drive**, to be known as **Township Road Number 971**
- **Danbridge Way**, to be known as **Township Road Number 972**
- **Rolling Ridge Way**, to be known as **Township Road Number 973**
- **Falcon Chase Drive**, to be known as **Township Road Number 974**
- **Kentonhurst Court**, to be known as **Township Road Number 975**

County Engineer request approval to return the Letter of Credit being held as maintenance surety to the developer, Romanelli and Hughes.

Woods of Dornoch, Section 1

- **Royal Dornoch Circle**, to be known as **Township Road Number 856**
- **Covered Bridge Drive**, to be known as **Township Road Number 976**
- **Mid Pines Court**, to be known as **Township Road Number 977**

County Engineer request approval to return the Letter of Credit being held as maintenance surety to the developer, New Green Highlands Development.

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

RESOLUTION NO. 01-354

IN THE MATTER OF AUTHORIZING STOP CONDITIONS FOR BAINBRIDGE MILLS, PHASE 2, PART 1; WHITETAIL MEADOWS; SHELLBARK RIDGE, PHASE 4; EAGLE TRACE AND WOODS OF DORNOCH, SECTION 1:

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

Bainbridge Mills, Phase 2, Part 1

- On Township Road Number 730, Bainbridge Mills Drive, at its intersection with Township Road Number 820, Brettridge Drive
- On Township Road Number 820, Brettridge Drive, at its west intersection with Township Road Number 730, Bainbridge Mills Drive

Whitetail Meadows

- On Township Road Number 934, Whitetail Lane, at its intersection with Township Road Number 32, Mactown Road

Shellbark Ridge, Phase 4

- On Township Road Number 828, Steeplebush Avenue, at its intersection with Township Road Number 827, Hawksbeard Drive

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

- On Township Road Number 961, Foxglove Place, at its intersection with Township Road Number 827, Hawksbeard Drive
- On Township Road Number 962, Sand Spurrey Court, at its intersection with Township Road Number 827, Hawksbeard Drive

Eagle Trace

- On Township Road Number 971, Eagle Trace Drive, at its intersection with County Road Number 108, Tussic Street Road
- On Township Road Number 972, Danbridge Way, at its intersection with Township Road Number 971, Eagle Trace Drive
- On Township Road Number 973, Rolling Ridge Way, at its intersection with Township Road Number 971, Eagle Trace Drive
- On Township Road Number 973, Rolling Ridge Way, at its intersection with Township Road Number 974, Falcon Chase Drive
- On north bound and south bound Township Road Number 974, Falcon Chase Drive, with Township Road Number 971, Eagle Trace Drive
- On Township Road Number 975, Kentonhurst Court, at its intersection with Township Road Number 974, Falcon Chase Drive

Woods of Dornoch, Section 1

- On Township Road Number 856, Royal Dornoch Circle, at its intersection with Township Road Number 92, Braumiller Road
- On Township Road Number 976, Covered Bridge Drive, at its intersection with Township Road Number 856, Royal Dornoch Circle
- On Township Road Number 977, Mid Pines Court, at its intersection with Township Road Number 976, Covered Bridge Drive

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

RESOLUTION NO. 01-355

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

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the following work permits:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010037	Ameritech	Jewett Road	Place manhole
U010040	Verizon	N. 3B's & K Road	Place telephone cable
U010041	American Electric Power	Africa/Worthington Galena Roads	Install push brace, replace existing pole; install new pole
U010042	Columbus Southern Power	Various Roads	Replace overhead wood crossarms on existing poles
U010043	Ohio Edison	Section Line Road	Install service
U010044	Del-Co Water	Home Road	Install waterline
U010045	Paw Excavation	Orangepoint Drive	Install electric service
U010046	Time Warner	Manning Parkway	Install cable TV

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

RESOLUTION NO. 01-356

IN THE MATTER OF APPROVING AN AGREEMENT WITH ORANGE TOWNSHIP FIRE DEPARTMENT TO PURCHASE AN EMERGENCY VEHICLE FROM DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, the Board of County Commissioners and Orange Township Trustees desire to ensure prompt emergency medical coverage for our citizens residing in the southern part of Delaware County, and WHEREAS, the Board of County Commissioners previously resolved to implement, where possible, a seven (7) minute response time for emergency medical coverage throughout the county, and

WHEREAS, the Orange Township Fire Department will use this vehicle to provide assistance to Delaware County EMS. Should Delaware County EMS be unavailable or have a long response time, Orange Township will provide back-up services and give the necessary medical care for those citizens requiring medical assistance and transport as necessary;

NOW THEREFORE BE IT RESOLVED: The Board of Commissioners agrees to sell to Orange Township one

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001

surplus EMS medic unit for the cost of \$1.00. The vehicle will be delivered to Orange Township as soon as possible after the affective date of this agreement.

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

SALE OF MEDIC VEHICLE

Between the Delaware County Board of Commissioners and Orange Township

This agreement is entered into on the 9th day of April 2001, between the Delaware County, Ohio Board of Commissioners, 101 N. Sandusky Street, Delaware, Ohio, 43015 and Orange Township at 7307 S. Old State Rd, Lewis Center, Ohio, 43035.

The agreement covers the applicable conditions of sale of a surplus Delaware County Emergency Medical Services (EMS) medic vehicle by the Board of Commissioners to Orange Township for use by the Orange Township Fire Department. This vehicle is being sold with the understanding Orange Township Fire Department will use the vehicle to provide assistance to Delaware County EMS. Should Delaware County EMS be unavailable or have a long response time, Orange Township will provide back-up services and give the necessary medical care for those citizens requiring medical assistance and transport as necessary.

The Board of Commissioners agrees to sell to Orange Township one surplus EMS medic unit for the cost of \$1.00. The vehicle will be delivered to Orange Township as soon as possible after the affective date of this agreement.

Orange Township will provide full auto liability coverage and provide a certificate of insurance to Delaware County indicating coverage is in place.

Orange Township agrees to purchase this vehicle at the cost of \$1.00 and also agrees to allow Delaware County EMS full use of the vehicle for six months following the delivery of the vehicle to Orange Township. The need for this condition is to ensure that EMS is able to field sufficient medic vehicles for full operations throughout the county. Further, Orange Township agrees to maintain the vehicle in operating condition and maintain all existing coloring and identifying decals during the six-month period.

In turn, Delaware County EMS agrees to investigate and utilize all other available options, including repair and maintenance, etc. to secure a backup vehicle prior to using the vehicle supplied to Orange Township Fire Department.

After six months from the date of this agreement, or upon delivery of additional new medic vehicles into the EMS fleet, the vehicle sold to Orange Township becomes the sole property of Orange Township Fire Department, at which time they may maintain and operate the vehicle as they deem appropriate.

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

RESOLUTION NO. 01-357

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve personnel actions:

Marie Ellinger has resigned her position as Social Service Worker III for Job and Family Services; effective date of resignation is April 13, 2001.

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

RESOLUTION NO. 01-358

IN THE MATTER OF REDESIGNING THE WIA OPTION AREA COVERING DELAWARE COUNTY:

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

BE IT RESOLVED, that the Board of Delaware County Commissioners desire to restructure the local area as indicated below commencing on July 1, 2001.

- (1) The current WIA Conventional Area or Ohio Option Sub Area consisting of DMARCK (Delaware, Morrow, Ashland, Richland, Crawford, Knox) Counties is requesting redesignation as WIA Ohio Option Area.
- (2) The newly redesignated area will include Delaware and Knox counties.

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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

RESOLUTION NO. 01-359

IN THE MATTER OF APPROVING THE DESIGNATION OF A JOINT WORKFORCE POLICY BOARD, FISCAL AGENT AND WORKFORCE DEVELOPMENT ONE-STOP AGENCY FOR DELAWARE COUNTY:

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

Whereas, the Board of Delaware County Commissioners intends to establish a new joint county Workforce Policy Board, redesignate a Fiscal Agent and Workforce Development Agency and One-Stop Operator for Delaware County. Said actions becoming effective July 1, 2001.

Now, Therefore, be it resolved, the Board of Delaware County Commissioners adopts the following:

1. Delaware County will become part of a joint county Workforce Policy Board along with Knox County.
 2. The Director of the Delaware County Department of Job and Family Services shall serve as fiscal agent for Delaware County; and
 3. The Delaware County Department of Job and Family Services is hereby designated as the Workforce Development Agency and the One-Stop Operator for Delaware County under the Workforce Investment Act.
- I. The Delaware County Workforce Development Agency is responsible for workforce development activities including any program, grant, or other function, the primary goal of which is to do one or more of the following:
- A. Help individuals maximize their employment opportunities;
 - B. Help employers gain access to skilled workers;
 - C. Help employers retain skilled workers;
 - D. Help develop or enhance the skills of incumbent workers;
 - E. Improve the quality of the state's workforce
 - F. Enhance the productivity and competitiveness of the state's economy.
- II. The Delaware County Workforce Development Agency will be the administrative and reporting entity on behalf of Delaware County for the Joint Workforce Policy Board and is responsible for the following activities:
- Entering into WIA funded contracts, upon direction received or through parameters set by the Local Workforce Policy Board. (Five Year Plan)
- Monitoring and reporting WIA performance for its One-Stop system and its partners and contracting vendors (which includes data entry in the Ohio works ServiceLink application or as entered in ServiceLink by its partners and contracting vendors).
- Submitting reported information to the Joint Workforce Policy Board and ODJFS.
- Maintaining the Eligible Provider list for the Individual Training Account (ITA) system, per the direction of the Local Workforce Policy Board.
- Administering the payment process for the ITA system and other WIA purchased services.
- Being the grandfathered One-Stop Primary Operator in Delaware County with the physical One-Stop currently located at JVS, South US 23 and Job and Family Services, 149 North Sandusky Street, Delaware, Ohio.

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

RESOLUTION NO. 01-360

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND HELPLINE OF DELAWARE AND MORROW COUNTIES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the contract:

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
HELPLINE OF DELAWARE & MORROW COUNTIES**

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

This Contract is made and entered into on the 9th day of April, 2001 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the Helpline of Delaware & Morrow Counties, Inc., hereinafter referred to as "HELPLINE".

1. **PURPOSE OF CONTRACT:** The Kinship Navigator program was recommended by the Kinship Care Services Planning Council and is designed to provide information to kinship caregivers about community services and to assist them, when necessary, in accessing those services. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and HELPLINE for the implementation of Kinship Navigator Services to kinship caregivers. Services being provided are detailed in the Kinship Navigator Program Plan.
2. **AGREEMENT PERIOD:** This Contract will be effective from March 1, 2001 through June 31, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the HELPLINE for actual costs for services outlined in the Kinship Navigator Program Plan document. Said reimbursement shall not exceed \$36,820. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the KINSHIP NAVIGATOR Program.

The HELPLINE agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The HELPLINE will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The HELPLINE must provide the DCDJFS with the appropriate information necessary to support the county's state and federal KINSHIP NAVIGATOR Program administrative requirements. HELPLINE will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide HELPLINE with necessary information regarding participants as specified in the Kinship Navigator Program Plan document.
7. **SERVICE DELIVERY RECORDS:** The HELPLINE shall maintain records of services provided to KINSHIP NAVIGATOR eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** HELPLINE warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the HELPLINE agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The HELPLINE shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** HELPLINE shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, HELPLINE shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** HELPLINE agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the HELPLINE.

12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** HELPLINE agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The HELPLINE agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The HELPLINE agrees to maintain compliance with state, federal and local regulations which govern the services provided under the KINSHIP NAVIGATOR Program. HELPLINE is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.

14. **SAFEGUARDING OF CLIENT:** HELPLINE and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or HELPLINE responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

15. **CIVIL RIGHTS:** DCDJFS and HELPLINE agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to KINSHIP NAVIGATOR participants appeal and state hearings in accordance with State Regulations. The HELPLINE and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.

18. **RESPONSIBILITIES OF DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the KINSHIP NAVIGATOR Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the KINSHIP NAVIGATOR Funds.

19. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.

20. **MONITORING AND EVALUATION:** DCDJFS and HELPLINE will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.

21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.

22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDJFS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The HELPLINE agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
26. **DRUG-FREE WORKPLACE:** The HELPLINE certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

RESOLUTION NO. 01-361

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENTS FOR OAKS AT HIGHLAND LAKES, PHASE 1; OAKS AT HIGHLAND LAKES, PHASE 2; OAKS AT HIGHLAND LAKES, PHASE 3 AND WEDGEWOOD COMMERCE CENTER, SECTION 3, PART A:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve Sanitary Subdivider's Agreements:

Oaks at Highland Lakes, Phase 1

THIS AGREEMENT executed on this 9th day of April 2001, by and between **M/I Schottenstein Homes, Inc.**, SUBDIVIDER, as evidenced by the **Oaks at Highland Lakes, 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 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 (**\$174,698.54**) 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 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 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$12,200.00**, 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 a result of charges against the same at the rate of:

INSPECTOR \$60.00
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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

herein and as shown on the approved plans.

Oaks at Highland lakes, Phase 2

THIS AGREEMENT executed on this 9th day of April 2001, by and between **M/I Schottenstein Homes, Inc.**, SUBDIVIDER, as evidenced by the **Oaks at Highland Lakes, 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 **\$123,900.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **42** 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 (**\$25,816.01**) 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 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$1,800.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
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 a re-inspection.

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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way 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.

Oaks at Highland Lakes, Phase 3

THIS AGREEMENT executed on this 9th day of April 2001, by and between **M/I Schottenstein Homes, Inc.**, SUBDIVIDER, as evidenced by the **Oaks at Highland Lakes, Phase 3** 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 **\$85,550.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **29** 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 (**\$43,438.98**) 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 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 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.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$3,000.00**, 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 a result of charges against the same at the rate of:

INSPECTOR \$60.00
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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way 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.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001**

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.

Wedgewood Commerce Center, Section 3

THIS AGREEMENT executed on this 9th day of April 2001, between **POWELL-SAWMILL LLC SUBDIVIDER** as evidenced by the **WEDGEWOOD COMMERCE CENTER, SECTION 3, PART A** 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 construction (\$88,492.00) which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees 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 \$6,195.00 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 \$60.00
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**.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001

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.

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

RESOLUTION NO. 01-362

IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY CONCRETE TECHNOLOGY FOR ARCHITECTURAL PRECAST CONCRETE-PLANT CAST FOR NEW SERVICES BUILDING:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to accept the following resolution:

Whereas, Delaware County went out to bid and bids were taken on March 30, 2001, and

Whereas, after carefully reviewing the bids received, the bid submitted by Concrete Technology has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Concrete Technology in the amount of 439,000.00, for the Architectural Precast Concrete-Plant Cast for the New Services Building.

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

RESOLUTION NO. 01-363

IN THE MATTER OF APPROVING THE EASEMENTS FOR UTILITY AND DEVELOPMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND DELAWARE LODGE #76, B.P.O.E:

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

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 9, 2001

EASEMENTS FOR UTILITY AND DEVELOPMENT PURPOSES

KNOW ALL MEN BY THESE PRESENTS that TRUSTEES OF DELAWARE LODGE #76, B.P.O.E., an Ohio non-profit corporation, 110 N. Sandusky Street, hereinafter called the GRANTOR, in consideration of the sum of eighteen thousand dollars (\$18,000.00) and other good and valuable considerations paid by the DELAWARE COUNTY COMMISSIONERS, hereinafter called the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to said GRANTEE, its successors and assigns forever, a perpetual easement and right-of-way for access, paved parking, maintenance and grading purposes to enter in, upon and over the lands situated in the CITY OF DELAWARE, DELAWARE COUNTY, OHIO, and bounded and described in Exhibit "A" attached hereto.

EASEMENTS FOR UTILITY AND DEVELOPMENT PURPOSES

KNOW ALL MEN BY THESE PRESENTS that TRUSTEES OF DELAWARE LODGE #76, B.P.O.E., an Ohio non-profit corporation, 110 N. Sandusky Street, hereinafter called the GRANTOR, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid by the DELAWARE COUNTY COMMISSIONERS AND VERIZON COMMUNICATIONS, INC., hereinafter called the GRANTEES, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to said GRANTEES, its successors and assigns forever, a perpetual easement and right-of-way for underground telephone utility purposes and to enter in, upon and over the lands situated in the CITY OF DELAWARE, DELAWARE COUNTY, OHIO, and bounded and described in Exhibit "A" attached hereto.

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

10:00 AM- Bid Opening for Office Supplies for Delaware County

US Office Products 52% discount Wholesale Catalog	\$54,900.19
Corporate Express 35% discount Wholesale Catalog	\$52,326.87
Office City Express Alternate 54% Wholesale Catalog	\$59,191.60 \$56,301.75
Staples Business Advantage 40% Wholesale Catalog	\$64,189.74

10:15 AM – Bid Opening for Rental of Farm Land on US 42

Roland Augspurger	\$65.51 per acre
Eddie Wells	\$87.00 per acre
Craig Pittman	\$88.00 per acre

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners