

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 5, 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 (Absent), Donald Wuertz

1:30 PM – Viewing of Amendments to Ditch Petition Big Run

7:20 PM – Continuing Public Hearing for Annexation of .92 acres from Delaware Township to City of Delaware

7:30 PM – Public Hearing for Annexation of 245.71 Acres from Delaware Township to City of Delaware

8:00 PM – Continuing Public Hearing for Annexation of 77.5 Acres from Delaware Township to City of Delaware

8:30 PM – Public Hearing on the Zoning Request of Shelly & Shawn Lehner

PUBLIC COMMENT

RESOLUTION NO. 01-226

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 297401 THROUGH 297612:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve for payment warrants numbered 297401 through 297612 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>
1P07459	En-Mark, Inc.	DTS Driver's simulator training	0060-2710	\$ 8,000.00
1B07281	Squire Sanders	Legal Services	0120-2002	\$ 29,723.54
<u>PO Increase</u>				
1B43054	Various Vendors	Residential Treatment-Cluster kids	4535-2081	\$ 50,000.00

Vouchers

1B07255	OSU Extension	Grant	0120-3001	\$ 48,690.75
1B07270	Schooley Caldwell	Design for Cty Administration Bldg.	8612-4031	\$ 148,654.69
1B07277	Aggressive Mechanical, Inc.	HVAC Contract-Library Expansion	8610-4012	\$ 5,674.50
1B42992	Kindercare Neverland	Childcare services	4580-2080	\$ 15,941.80
1B43069	Juvenile Court	Achieve Contract	4515-2013	\$ 8,733.89
1B43071	Turning Point	Achieve Contract	4515-2013	\$ 5,514.67
1B42992	Today's Learning Child	Childcare Services	4580-2080	\$ 7,999.80
1B42992	Liberty Community Center	Childcare Services	4580-2080	\$ 16,428.90
1B07327	Paul Zernis/General Contracting	Private Re-hab	0079-2005	\$ 14,474.00

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

RESOLUTION NO. 01-227

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that five employees attend the Juvenile Drug Court Implementation Training at Phoenix, Arizona on March 10 through March 14, 2001, in the amount of \$3,725.00.

Commissioners are requesting that Dave Cannon attend the GFOA Seminar at Philadelphia on June 2 through June 6, 2001, in the amount of \$1,524.50.

Sanitary is requesting that Rich Felton, Matthew Kiss, John Faust and Bryan Fox attend the OTCO Wastewater Workshop on February 21 through February 22, 2001, in the amount of \$640.00.

Sanitary is requesting that Joseph Smith attend the Operator Training and Certification Review at Columbus on April 10 through April 11, 2001, in the amount of \$70.00.

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Emergency Services is requesting that additional eleven employees attend the Pediatric Advanced Life Support Course at Grady Memorial Hospital on February 13 through February 14, 2001, in the amount of \$470.00.

Dog Warden is requesting that John King attend the Workshop on Help with Rescuing Animals at Medina, Ohio on March 24, 2001, in the amount of \$25.00.

Administrative Services is requesting that Steve Savon attend the American Society Engineering Annual Convention at Anaheim, California on June 9 through June 14, 2001, in the amount of \$2,215.50.

Records Center is requesting that Lori Detter and Karin Eldredge attend the Records Management Workshop at Columbus on April 24, 2001, in the amount of \$30.00.

Records Center is requesting additional funds for Christine Shaw to attend the Records Management Workshop at Fremont, Ohio on March 8, 2001, in the amount of \$75.00.

County Engineer is requesting that Tom Brooks and Craig James attend the Plastic Pipe Workshop at Columbus on April 26, 2001, in the amount of \$130.00.

Emergency Services is requesting that L. Fisher, J. Tracy, E. Sessley and S. Creamer to attend the Ohio APCO/NENA State conference at Columbus on March 19 through March 20, 2001, in the amount of \$300.00.

Dog Warden is requesting additional funds for Terry Conant to attend the Animal Care Expo 2001 at Dallas, Texas on March 6 through March 10, 2001, in the amount of \$250.00.

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

RESOLUTION NO. 01-228

IN THE MATTER OF APPROVING TUITION ASSISTANCE:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

Michael Robert Gallion Paramedicine \$617.00

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

RESOLUTION NO. 01-229

IN THE MATTER OF CONGRATULATING PEOPLE IN NEED FOR TWENTY YEARS OF COMMUNITY SUPPORT AND ASSISTANCE:

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

Whereas, in 1980 a Food Pantry was opened in the Asbury United Methodist Church and from that beginning the following year People In Need, Inc. was formed in Delaware County, and

Whereas, People In Need has been an integral part of the Delaware Community for the past 20 years providing numerous emergency assistance programs to those people in the Delaware County community who need a helping hand, and

Whereas, those services include Emergency Dental Assistance, Emergency Medical Assistance, A Community Food Pantry, Emergency Housing Assistance and the Christmas Clearing House, and

Whereas, many times People In Need is the final safety net that makes a difference in the lives of Delaware County families allowing them to maintain their dignity during difficult times and aiding them in their return to self sufficiency,

Now Therefore Be It Resolved: That the Board of County Commissioners of Delaware County hereby officially congratulates People In Need for twenty years of community support and assistance.

Be It Further Resolved: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 01-230

IN THE MATTER OF ACCEPTING THE AWARD FOR THE LEAP GRANT:

It was moved by _____, seconded by _____ to accept the award for the LEAP Grant:

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Source of Funds	Amount	Percentage				
OCJS Fund-Award Amount	\$29,700.00	75%				
Cash Match	\$ 9,900.00	25%				
Project Total	\$39,600.00	100%				
Vote on Motion	Mrs. Martin	Absent	Mr. Wuertz	Aye	Mr. Ward	Aye

RESOLUTION NO. 01-231

IN THE MATTER OF APPROVING THE PLATS FOR HIGHLAND LAKES NORTH, SECTION 7 AND HIGHLAND HILLS AT THE LAKES, SECTION 2:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the plats for Highland Lakes North, Section 7 and Highland Hills at Lakes, Section 2:

Highland Lakes North, Section 7

Situated in the State of Ohio, County of Delaware, Township of Genoa and in farm Lot E, Quarter Township 2, Township 3, Range 17, United States Military Lands, containing 9.700 acres of land, more or less, said 9.700 acres being comprised of part of that 16.214 acres tract of land conveyed to Planned Communities, Inc. by deed of record in Deed Book 621, page 192, part of that 10.510 acres tract of land conveyed to Planned communities, Inc. by deed of record in Deed Book 645, Page 416, and all of those tracts of land conveyed to 897, and Official Record 72, Page 733, all being records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$57.00.

Highland Hills at the Lakes, Section 2

Situated in the State of Ohio, County of Delaware and containing 22.058 acres of land, more or less, 15.609 acres of said 22.058 acres being in the Township of Genoa and in farm Lot D, Quarter Township 2, township 3, Range

Vote on Motion	Mrs. Martin	Absent	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 01-232

IN THE MATTER OF ACCEPTING BONDING FOR HIGHLAND LAKES NORTH, SECTION 7 AND HIGHLAND HILLS AT THE LAKES, SECTION 2:

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

Highland Lakes North, Section 7

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The engineer has, therefore, estimated the remaining construction costs to be **\$75,010**, and a Letter of Credit in that amount is in place to cover the bonding of this project.

Highland Hills at the Lakes, Section 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The engineer has therefore, estimated the remaining construction costs to be **\$258,530** and a Letter of Credit in that amount is in place to cover the bonding of this project.

Vote on Motion	Mr. Wuertz	Aye	Mr. Ward	Aye	Mrs. Martin	Absent
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RESOLUTION NO. 01-233

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

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

Permit #	Applicant	Location	Type of Work
U010022	Time Warner Telecom	Old State Road	Install cable TV
U010023	Peabody Landscape	Home Road	Install electric line

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Absent	Mr. Wuertz	Aye
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RESOLUTION 01-234**IN THE MATTER OF APPROVING A CONTRACT WITH RCC CONSULTANTS TO CONDUCT A RADIO FREQUENCY STUDY FOR DELAWARE COUNTY:**

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

WHEREAS, the Delaware County Board of Commissioners approved a public "request for bids" to identify a consulting firm that could assist the county in conducting a Radio Frequency study, and

WHEREAS, the bids received have been reviewed and evaluated under a competitive selection process in accordance with the Ohio Revised Code, and

WHEREAS, this review has identified RCC Consultants, Inc. as the consulting firm of choice based on the scope of work described in their proposal and the anticipated cost;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve contracting with RCC Consultants to perform this study at a cost of \$31,354.94.

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.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of March 5, 2001, by and between **Delaware County, Ohio** ("Client") and **RCC Consultants, Inc.**, a Delaware corporation with headquarters offices at 100 Woodbridge Center Drive - Suite 201, Woodbridge, New Jersey 07095-1125 ("RCC").

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - Scope of Work

RCC shall perform all services set forth in that certain proposal entitled "*A Proposal for Delaware County Emergency Services Improved Public Safety and Public Service Communications System*" annexed hereto as Appendix "A" and incorporated herein by this reference (the "Proposal").

ARTICLE II – Fees and Expenses

As compensation for the Phase I services performed under this Agreement, Client shall pay RCC a fee of Twenty-Seven Thousand Thirty Dollars (\$27,030). If and to the extent Client requests RCC to perform any of the optional services outlined in the Proposal, then Client shall compensate RCC for the performance of such optional services on a time and materials basis in accordance with the Proposal. Client shall reimburse RCC for all costs incurred by RCC for travel, lodging, meals, and other out-of-pocket expenses related to the services performed under this Agreement, and for third-party products and services procured by RCC on Client's behalf and with Client's approval, at RCC's cost therefor, plus an administrative charge equal to fifteen percent (15%) of such cost. Each month during the term hereof, RCC will submit to Client an invoice for the services performed and expenses incurred during the previous month. Client shall pay RCC the amount on each such invoice within forty-five (45) days of receipt.

ARTICLE III - Submission of Reports

During the term of this Agreement, RCC shall provide to Client or its designee such oral or written reports as the latter may reasonably require, and as are specified in the Proposal, including bi-weekly project status reports (via electronic mail) to Client's Director of Emergency Services.

ARTICLE IV - Period of Performance - Contract Amount

The performance of RCC's services hereunder shall commence on or about March 8, 2001, and, subject to the provisions of ARTICLE VII hereof, shall terminate upon delivery by RCC of materials and reports specified in the Proposal, and payment to RCC by Client for all services performed and expenses incurred in connection with this Agreement. A tentative project timeline is annexed hereto as Appendix B, it being understood and agreed that time required to complete certain tasks may not be within the control of the parties hereto. These periods of performance and the compensation payable to RCC may not be amended, modified or supplemented, except by written agreement of the duly authorized representatives of the parties.

ARTICLE V - Independent Contractor

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RCC's relationship with Client shall at all times be that of an independent contractor. The method and manner in which RCC's services hereunder shall be performed shall be determined by RCC, in its sole discretion, and Client will not exercise control over RCC or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by RCC shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate RCC, or any of its employees, as employees or agents of Client.

ARTICLE VI - Notice

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement shall be in writing and shall be deemed given when actually received by the addressee, having been hand delivered or sent postage prepaid, by certified or registered United States mail, return receipt requested, addressed as follows:

If to RCC:	RCC Consultants, Inc. 100 Woodbridge Center Drive - Suite 201 Woodbridge, New Jersey 07095-1125 Attn: Michael W. Hunter President and Chief Executive Officer
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With a copy to:	RCC Consultants, Inc. 200 University Park Drive – Suite 280 Edwardsville, Illinois 62025-3649 Attn: Robert W. Sutphen Vice President and General Manager
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If to Client:	Delaware County Emergency Services 10 Court Street Delaware, Ohio 43015 Attn: Mr. Larry J. Fisher Director
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The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this ARTICLE VI.

ARTICLE VII - Termination

Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party, in which event Client's sole obligations shall be to compensate RCC for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this ARTICLE VII exceed the compensation provided for in ARTICLE II.

ARTICLE VIII - Confidentiality

RCC shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to Client concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for Client in connection with the performance by RCC of its services hereunder during the period of this Agreement, without prior written approval of Client. RCC, cognizant of the sensitive nature of much of the data supplied by Client, agrees to protect the confidentiality of any information designated by Client to be privileged or proprietary except to the extent that (i) such information enters the public domain, (ii) is obtained by RCC from independent third parties not subject to any confidentiality or similar agreement with Client, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

ARTICLE IX - Personnel

A. RCC will assign qualified personnel and other RCC support staff, as necessary, to complete the project. In the event that the employment of any such employee should be terminated prior to the termination hereof, or otherwise unavailable to participate in the project, then in such event RCC shall, at its discretion, assign such other persons, as necessary, to complete the project. All RCC personnel assigned will be subject to the reasonable approval of Client.

B. Client understands and agrees that RCC has a significant investment in the recruitment, training, and deployment of its personnel and that, if such personnel are hired directly by Client, then RCC will incur substantial direct costs to recruit, train, and deploy new personnel of similar quality and experience and will suffer concomitant disruption of its business interests. Therefore, in order to preserve and further the positive business relationship between Client and RCC, it is agreed that, during the term hereof and for a period of one (1) year after the completion or earlier termination of this Agreement: (1) If Client hires, or induces any other person, firm or entity to hire, an RCC employee, or any person that was an RCC employee within the preceding three-month period, then Client will pay a release fee to RCC equivalent to the greater of: (a) thirty percent (30%) of the annual compensation (including salary, bonus, and other compensation

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such as sales commission and deferred compensation) that Client or such other person, firm or entity has agreed to pay to such person; or (b) the actual costs incurred by RCC in connection with the recruitment, training, and deployment of a new RCC employee of substantially equal skills and experience. (2) Such release fee will be billed by RCC to Client when the candidate formally accepts the position offered by Client or such other person, firm, or entity and is due and payable upon receipt of RCC's invoice.

ARTICLE X - Indemnity / Liability

RCC will indemnify Client and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind directly resulting from the willful misconduct of RCC or its employees, representatives, or agents or the negligent performance of RCC's obligations under this Agreement; except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of Client or its employees, representatives, or agents. In no event shall RCC be liable for lost profits, special, incidental, consequential, or indirect damages suffered by Client. The parties agree that in no event will RCC's liability exceed the amount of compensation paid to RCC by Client, or RCC's insurance coverage, whichever is less.

ARTICLE XI - Insurance

RCC shall take out and carry during the entire term of this Agreement, property damage insurance and general public liability insurance with adequate limits to protect both RCC and Client from liability. RCC shall insure the payment of compensation to its employees in accordance with applicable Worker's Compensation Laws. RCC will maintain adequate General Liability and Auto Liability insurance. RCC will provide Client with a Certificate of Liability Insurance evidencing the insurance coverage provided for herein, if required by Client.

ARTICLE XII - Taxes, Unemployment Insurance and Related Items

RCC hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by RCC on the work covered by this Agreement or in any way connected therewith; and RCC shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and RCC shall reimburse Client for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law Client may be required to pay the same or any part thereof.

ARTICLE XIII - General

A. Modifications - This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized officers of the parties.

B. No Waiver - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

C. Applicable Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

D. Severability - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Successor and Assignees - Client shall not assign or transfer this Agreement or any of its rights hereunder without the prior written consent of RCC. RCC shall have the right, without the consent of Client, to assign this Agreement and its rights and obligations hereunder to RCC's parents, subsidiaries or affiliates or to any partnership in which RCC or any parent, subsidiary or affiliate of RCC is a general partner, or to a successor of RCC by consolidation or merger or to a purchaser of all, or substantially all, of RCC's assets.

F. Force Majeure - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

G. Entire Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services required under this Agreement.

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

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RESOLUTION 01-235

IN THE MATTER OF APPROVING A BID OPENING DATE AND TIME FOR ACCEPTANCE OF PROPOSALS ON THE CONSTRUCTION OF MEDIC STATION 6 AT PORTER-KINGSTON.

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

WHEREAS, the Delaware County Board of Commissioners desire to construct an addition to the Porter-Kingston Fire Department facility for the purpose of conducting 24-hour Medic operations in the northeastern area of the county, and

WHEREAS, the facility will provide Emergency Medical Services with the capability of responding to most incidents in the northeastern area of the county in the desired 7 minute goal and standard, and

WHEREAS, the design and specifications for this construction are complete;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a bid opening time and date of **10:00 a.m., 26 March 2001**, for the construction of an additional to the Porter-Kingston facility that will allow for 24-hour EMS operations in the northeastern area of the county.

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

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

RESOLUTION NO. 01-236

IN THE MATTER OF APPOINTING RICHARD TRELEASE AND DANIEL WILLIAMS AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE CENTRAL OHIO AREA AGENCY ON AGING ADVISORY COUNCIL:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Central Ohio Area Agency on Aging Advisory Council for a three year term beginning March 1, 2001, and ending February 28, 2004, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Richard Trelease and Daniel Williams to the Central Ohio Area Agency on Aging Advisory Council.

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

RESOLUTION NO. 01-237

IN THE MATTER OF APPOINTING GARY LOWE AND EMILY WATSON AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE LITTER ADVISORY BOARD:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint Emily Watson to the Litter Advisory Board for a three year term beginning March 1, 2001, and ending February 28, 2004, and shall appoint Gary Lowe to the Litter Advisory Board to complete another individual's term beginning March 1, 2001, and ending February 28, 2002, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Gary Lowe and Emily Watson to the Litter Advisory Board.

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

RESOLUTION NO. 01-238

IN THE MATTER OF APPOINTING DOUGLAS MISSMAN AS THE DELAWARE BOARD OF

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HILLS AT THE LAKES, SECTION 3, PHASES 1 & 2; WALKER WOOD, SECTION 13; SCIOTO RESERVE, SECTION 2, PHASE 4; CAMBRIDGE SUBDIVISION, PHASES 1 & 2; AUGUSTA WOODS II AND THE VILLAGE AT ALUM CREEK, SECTION 5:

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

Highland Hills at the Lakes, Section 3, Phases 1 & 2

This agreement executed on this 5th day of March 2001, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the HIGHLAND HILLS AT THE LAKES, SECTION 3, PHASES 1 & 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 \$138,650.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 47 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 (\$145,150.50) 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 \$8,709.00 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,

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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.

Walker Wood, Section 13

This agreement executed on this 5th day of March 2001, by and between ROCKFORD HOMES SUBDIVIDER, as evidenced by the WALKER WOOD, SECTION 13 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 \$162,250.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 55 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 (\$100,116.50) 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

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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 \$7,008.00 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.

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,

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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.

Scioto Reserve, Section 2, Phase 4

This agreement executed on this 5th day of March 2001, by and between HOME ROAD LTD. SUBDIVIDER, as evidenced by the SCIOTO RESERVE, SECTION 2, PHASE 4 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:

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 (\$75,460.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,282.00 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,

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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.

Cambridge Subdivision, Phase 1 & 2

This agreement executed on this 5th day of March 2001, by and between CAMBRIDGE LAND INVESTMENT, LLC., SUBDIVIDER, as evidenced by the CAMBRIDGE SUBDIVISION, PHASES 1 & 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 \$177,000.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 60 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 (\$194,615.00) 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

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$13,700.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$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.

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.

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

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

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

Augusta Woods II

This agreement executed on this 5th day of March 2001, by and between AUGUSTA LAND CORPORATION, SUBDIVIDER, as evidenced by the AUGUSTA WOODS II 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 \$44,250.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 15 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 (\$64,554.23) 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 \$4,519.00 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

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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.

The Village at Alum Creek, Section 5

This agreement executed on this 5th day of March 2001, by and between M/I SCHOTTENSTEIN HOMES SUBDIVIDER, as evidenced by THE VILLAGE AT ALUM CREEK, SECTION 5 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 \$185,850.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 63 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.

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Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$145,601.75) 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 \$8,700.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$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.

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

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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 Absent Mr. Wuertz Aye

RESOLUTION NO. 01-243

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ARCHITECTURAL PRECAST CONCRETE-PLANT CAST FOR NEW SERVICE BUILDING:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Friday March 23, 2001, 10:00 AM.**

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

Presentation – Pat Foor, JVS – Levy Information

RESOLUTION NO. 01-244

7:20 PM – CONTINUING PUBLIC HEARING OF THE ANNEXATION OF .92 ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

Hearing Opened at 7:20 PM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to continue the Hearing until April 30, 2001, 7:40 PM.

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

RESOLUTION NO. 01-245

7:30 PM –PUBLIC HEARING OF THE ANNEXATION OF 245.71 ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

Hearing Opened at 7:30 PM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to continue the Hearing until April 30, 2001, at 7:45 PM.

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

RESOLUTION NO. 01-246

8:00 PM – CONTINUATION OF PUBLIC HEARING OF THE ANNEXATION OF 77.5 ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

Hearing Opened at 8:00 PM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to continue the Hearing until April 30, 2001, at 7:50 PM.

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

RESOLUTION NO. 01-247

8:30 PM – PUBLIC HEARING ON THE ZONING REQUEST OF STEVE, SHELLY AND SHAWN LEHNER:

Hearing Opened at 8:30 PM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to close the Hearing at 8:35 PM.

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

RESOLUTION NO. 01-248

IN THE MATTER OF A REQUEST FOR REZONING DISTRICT CHANGE OF A 5.837- ACRE TRACT, MORE OR LESS, IN THE TOWNSHIP OF RADNOR FROM FARM RESIDENCE DISTRICT (FR-1) TO PLANNED RECREATIONAL DISTRICT (PREC) UNDER THE COUNTY ZONING RESOLUTION:

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

WHEREAS, the advertised hearing in this matter was held March 5, 2001, at 8:30 PM, and

WHEREAS, all parties were given an opportunity to express their views thereto, and

WHEREAS, the appropriate review and comment by the Delaware County Regional Planning Commission was conditional approval, and

WHEREAS, the Delaware County Rural Zoning Commission has recommended approval of said rezoning. NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, state of Ohio, that the following described property shall be rezoned from (FR-1) Farm Residence District to (PREC) Planned Recreational District under the County Zoning Resolution in conformity with the General Plan, and Plot Plan on file for same. The area to be reclassified is located at 2920 State Route 203, Radnor, Ohio 43066 in the southwest corner of the property with 546 feet of frontage along State Route 203 in Radnor Township.

The Clerk shall send certified copies of this action to the Delaware County Regional Planning Commission and the Delaware County Zoning Department with a request to change the official maps to reflect this action. This action effective the earliest date allowable by law.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners