

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 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

PUBLIC COMMENT- Mr. Wuertz shared photographs of the concrete pour for the new administration building. He expressed appreciation for all the work the 20/20 Committee did in making this possible. Mrs. Martin agreed and thanked all those involved in planning and implementing this project. Mr. Ward thanked Mrs. Martin for all her female touches that added to the great job that has been done restoring the Carnegie Library.

BOARD OF ELECTIONS

RESOLUTION NO. 01-480

IN THE MATTER OF ADOPTING A RESOLUTION HONORING SARAH HURRIGAN UPON HER INDUCTION INTO THE CENTRAL OHIO SENIOR CITIZENS HALL OF FAME:

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

WHEREAS, Sarah Hurrigan is being honored for her legacy of caring and her sense of community.

WHEREAS, Sarah Hurrigan is being recognized for her outstanding community leadership and her advocacy efforts on issues affecting Delaware County's African-American Citizens.

WHEREAS, Sarah Hurrigan was a founding member of the Council for Older Adults in Delaware County, Sarah actively participated in the Council's first successful aging services levy campaign. Her ten-year service has included membership on several committees and the position of secretary.

WHEREAS, Sarah Hurrigan 's leadership is reflected in her service on numerous local boards including Liberty Community Children's Center, the NAACP, AARP, Delaware County Retired Teachers Association, 648 Mental Health Board of Retardation, Andrews House and the Walden Community Center.

WHEREAS, Sarah Hurrigan is one of Delaware County's special treasures, having served on almost every volunteer committee in the community since her retirement. Over the years, she has influenced countless lives as a teacher, a leader in her church and a leader in her community.

WHEREAS, Delaware County is richer for the contributions made to the community by Sarah Hurrigan.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Delaware County wishes to express it sincere appreciation for the contributions made by Sarah Hurrigan and honor her on her induction into the Ohio Senior Citizens Hall of Fame.

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. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-481

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 303723 THROUGH 304088:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve for payment warrants numbered through 304088 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1B09618	AEP	Pad Mount Transformer Foundations	8612-4140	\$ 33,299.76
<u>Vouchers</u>				
1P04339	Dale Wilgus, Treasurer	Fort Defiance Retainage for Alum Creek Construction	3590-4020	\$ 38,605.68
1B01712	Burgess & Niple	Inspections for various subdivision sewers	3510-2005	\$ 27,406.40
1B07261	Treasurer, State of Ohio	Crippled Childrens Fund	0120-2059	\$ 5,808.23

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

RESOLUTION NO. 01-482

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Treasurer's Report.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

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

RESOLUTION NO. 01-483

IN THE MATTER OF CANCELLING THE MAY 17, 2001, COMMISSIONERS' SESSION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to cancel the May 17, 2001, Commissioners' Session.

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

RESOLUTION NO. 01-484

IN THE MATTER OF PROCLAIMING MAY 14 THROUGH MAY 18 NATIONAL POLICE WEEK:

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

WHEREAS, On April 10, 1962, President John F. Kennedy signed into Public Law, proclaiming May 15th be declared "Peace Officers' Memorial Day" and that the week each year containing May 15th be proclaimed National Police Week, and

WHEREAS, The Board of Commissioners of Delaware County recognizes the dedication and sacrifice the Peace Officers of this County make for the protection and well being of all citizens, and

WHEREAS, The Police Officers of Delaware County will be honoring their fallen and deceased brothers and sisters across the nation during the week of May 14 through May 18.

Now Therefore Be it Resolved, The Delaware County Commissioners do hereby proclaim the week of May 14 through May 18, 2001, National Police Week in the County of Delaware, Ohio to honor America's Peace officers who have made the supreme sacrifice while carrying out their duties to our nation and its communities, and to the Peace Officers of Delaware County who have dedicated their lives to law enforcement.

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

RESOLUTION NO. 01-485

IN THE MATTER OF FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL THE LIQUOR LICENSE TRANSFER REQUEST OF NAUTICAL TRADES LTD., LLC DUE TO A STOCKHOLDER ACQUISITION:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that a liquor license transfer of stock request for Nautical Trades Ltd., LLC, at 4028 Presidential Parkway & Patio; and

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

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

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

RESOLUTION NO. 01-486

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 additional amount for Larry Fisher and Pearline Howald to attend the EMS Insider Symposium at Baltimore, Maryland on July 21 through July 24, 2001, in the amount of \$365.00.

Facilities is requesting that Jon Melvin attend the Central Ohio Postal Seminar at Columbus on May 22, 2001, in the amount of \$35.00.

Auditor is requesting that Jane Tinker attend the GASB 34/Advanced Governmental Accounting Seminar at Put-In-Bay, Ohio on August 16 through August 17, 2001, in the amount of \$560.00.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

Auditor is requesting that Sheila Craft and Jerry Heston attend the GFOA, Introductory Governmental Accounting at Columbus on July 30 through July 31, 2001, in the amount of \$436.00.

Emergency Services is requesting that David Hall attend the Ohio State Capability Assessment for Readiness at McConnelsville, Ohio on May 23 through May 25, 2001, at no cost.

Emergency Services is requesting that Bob Lavender mileage to training at Deer Park be reimbursed because a County vehicle wasn't available in the amount of \$53.40.

Auditor is requesting that Shoreh Elhami attend the ESRI and URISA Conferences in San Diego and Long Beach, California on July 9 through July 13, 2001, and October 20 through October 24, 2001, in the amount of \$3,270.00.

County Engineer is requesting that Chris Bauserman attend the National Association of Counties Conference & Expo at Philadelphia, Pennsylvania on July 13 through July 17, 2001, in the amount of \$1,867.50.

Victim's Assistance is requesting that Lorrie Morris attend the National Office of Victim Assistance Conference at Alberta, Calgary, Canada on August 18 through August 25, 2001, in the amount of \$1,330.00.

OECC is requesting that Lyndon Johnson attend the SEOWEA Section Meeting at Columbus on May 24, 3001, in the amount of \$15.00.

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

RESOLUTION NO. 01-487

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the Tuition Assistance request as follows:

Terri Lynn Hunt	Paramedic Program	\$ 1,823.00
-----------------	-------------------	-------------

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

RESOLUTION NO. 01-488

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

It was moved Mr. Wuertz, seconded by Mrs. Martin to approve as follows:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
005-4020-020	M & G - Srvs & Chrgs	\$ 750,000.00
005-4020-040	M & G - Equip	\$ 32,000.00

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

RESOLUTION NO. 01-489

IN THE MATTER OF APPROVING THE PLAT FOR WALKER WOOD, SECTION 13; PLAN FOR THE OAKS AT HIGHLAND LAKES, PHASES 1,2 & 3; DITCH MAINTENANCE PETITIONS FOR WALKER WOOD, SECTION 13; NORTHBROOKE CORPORATE CENTER, PHASE 2 AND HARVEST WIND, PHASE 5:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the plat, plan and ditch maintenance petitions:

Walker Wood, Section 13

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 23, Quarter Township 4, Township 3, Range 18, United States Military Lands, containing 21.234 acres of land, more or less, said 21.234 acres being comprised of all (20.253 Acres) of that tract of land conveyed to Rockford Homes Inc. by deed of record in Official Record 32, Page 1830, and Part (0.981 acre) of that tract of land conveyed to Planned Communities, Inc. by deed of record in Deed Book 613, Page 564, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$144.00.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

The Oaks at Highland Lakes, Phases 1, 2 & 3

Street, Storm, and Water Improvements -Situated in the Township of Genoa, being a Part of Lots 11, 12 & 13, Section 2, Township 3, Range 17, U.S. Military Lands.

Walker Wood, Section 13 – Ditch Maintenance Petition

We the undersigned owners of 21.19 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Walker Wood, Section 13 as evidenced by the subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Walker Wood, Section 13 Subdivision.

The cost of the drainage improvements is \$58,192.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fifty-five lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,058.04 per lot. An annual maintenance fee equal to 2% of this basis \$21.16 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,163.84 has been paid to Delaware County.

Northbrooke Corporate Center, Phase 2-Ditch Maintenance Petition

We the undersigned owners of 28.096 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Northbrooke Corporate Center, Phase 2 as evidenced by the subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

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

The cost of the drainage improvements is \$77,008.10 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Three lots are created in this plat and each lot receives a share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is based on lot size, is \$46,507.89 for Lot 1, \$12,827.33 for Lot 2, and \$17,672.88 for Lot 3. An annual maintenance fee equal to 2% of this basis (\$930.16 for Lot 1, \$256.55 for Lot 2, and \$353.46 for Lot 3) will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots has been paid to Delaware County.

Harvest Wind, Phase 5 – Ditch Maintenance Petition

We the undersigned owners of 36.141 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Harvest Wind, Phase 5 as evidenced by the subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C”

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

(available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Harvest Wind, Phase 5 Subdivision.

The cost of the drainage improvements is \$650,500.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fifty -six lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$11,616.07 per lot. An annual maintenance fee equal to 2% of this basis \$232.32 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$13,010.00 has been paid to Delaware County.

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

RESOLUTION NO. 01-490

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR SLANE RIDGE, WEDGEWOOD PARK AND NORTH ORANGE, SECTION 5:

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

Slane Ridge

THIS AGREEMENT executed on this 14th day of May 2001, between **THE SLANE COMPANY** as evidenced by the **SLANE RIDGE** 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 4/18/01, 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 **SEVENTEEN THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

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.

Wedgewood Park

THIS AGREEMENT executed on this 14th day of May 2001, between **VIRGINIA HOMES, LTD.** as evidenced by the **WEDGEWOOD PARK** 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 5/1/01, 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

SUBDIVIDER further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

North Orange, Section 5

THIS AGREEMENT executed on this 14th day of May 2001, between **PLANNED COMMUNITIES, INC.** as evidenced by the **NORTH ORANGE, SECTION 5** 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 5/1/01, 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

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

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001

RESOLUTION NO. 01-491

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SCIOTO RESERVE, SECTION 1, PHASE 3 AND WALKER WOOD, SECTION 13:

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

Scioto Reserve, Section 1, Phase 3

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$24,700** for the duration of the one-year maintenance period. A Bond covering that amount is currently in place.

Walker Wood, Section 13

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. We have, therefore, estimated the remaining construction costs to be **\$649,186.60** and a bond in that amount is currently in place.

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

RESOLUTION NO. 01-492

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010055	Columbia Gas	Wedgewood Section 10	Install gas mains
U010064	Del-Co Water	Joe Walker Road	Install water line
U010065	Columbia Gas	Sunbury Road	Install gas main
U010066	Columbus Southern Power	Dusty Pines Drive	Install and replace poles
U010067	Del-Co Water	Center Village Road	Install water line
U010068	Del-Co Water	Green Cook Road	Install water line

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

RESOLUTION NO. 01-493

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JIMMY DRAGICH DBA AFFORDABLE FLOORS FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE FY99 CDBG FORMULA PROGRAM SUNBURY ADA PROJECT:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County, and

WHEREAS, the removal of architectural barriers to facilitate access by handicapped individuals to public facilities is an eligible activity to be funded under the CDBG Formula Program, and

WHEREAS, funding, in the amount of Thirty Thousand Dollars (\$30,000) has been provided to Delaware County through the FY99 CDBG Formula Program for the construction of a handicap access ramp, updated door hardware, signage, and floor repairs between the ADA ramp and building elevator, compliant with the Americans with Disabilities Act (ADA) to be installed at the Sunbury Town Hall located at 1 Town Hall in Sunbury, Ohio, and

WHEREAS, Jimmy Dragich, DBA Affordable Floors, 6890 Laird Avenue, Reynoldsburg, Ohio, 43068, has submitted the lowest and best bid for the floor repairs between the ADA ramp and building elevator as part of the Sunbury ADA Project, in the amount of \$3,083.56.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Commissioners determine that on the basis of price and experience, that Jimmy Dragich, DBA Affordable Floors, submitted the lowest and best bid to provide construction services for the floor repair element of the Sunbury ADA Project.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement concurring in the awarding of a contract for construction services with Jimmy Dragich, DBA Affordable Floors for the FY99 CDBG Program in the amount of Three Thousand Eighty Three Dollars and Fifty-Six Cents (\$3,083.56).

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

RESOLUTION 01-494

IN THE MATTER OF AUTHORIZING THE TERMINATION OF CONTRACTS FOR THE DELAWARE COUNTY FISCAL YEAR 1999 COMMUNITY HOUSING IMPROVEMENT PROGRAM FOR HOUSING REHABILITATION SPECIALIST AND ADMINISTRATIVE ASSISTANT CONSULTING SERVICES:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program and HOME Investment Partnership program; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG and HOME programs for the purpose of addressing local housing needs throughout Delaware County; and

WHEREAS, Delaware County applied for and was approved for grant funding under the CDBG CHIP for Fiscal Year 1999; and

WHEREAS, Delaware County entered into agreements for consulting services as authorized in Resolution 99-693; and

WHEREAS, after review of the results of the FY 99 CHIP grant, and approval of an extension of the grant period by the Ohio Department of Development, the Board of County Commissioners desire to seek a new consulting firm to administer the FY99 CHIP grant.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners determines that the contracts for CHIP consulting services per Resolution 99-693 should be terminated.

Section 2. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION 01-495

IN THE MATTER OF AUTHORIZING THE PROCUREMENT OF HOUSING REHABILITATION CONSULTING SERVICES TO COMPLETE THE REMAINING DELAWARE COUNTY FISCAL YEAR 1999 COMMUNITY HOUSING IMPROVEMENT PROGRAM ACTIVITIES:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program and HOME Investment Partnership program; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG and HOME programs for the purpose of addressing local housing needs throughout Delaware County; and

WHEREAS, Delaware County applied for and was approved for grant funding under the CDBG CHIP for Fiscal Year 1999; and

WHEREAS, Delaware County has been granted an extension until November 30, 2001 to complete the FY99 CHIP; and

WHEREAS, in order to complete the FY99 CHIP, the Board of County Commissioners desire to seek a consulting firm to assist the Delaware County with administering the FY99 CHIP grant through the extension period.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001

Section 1. That the Delaware County Board of Commissioners direct the Delaware County’s Director of Economic Development to initiate procurement procedures consistent with the requirements of the CHIP, as established by the Ohio Department of Development, for the purpose of hiring a consulting firm specializing in housing rehabilitation services to assist Delaware County in completing the FY99 CHIP by November 30, 2001.

Section 2. That the Delaware County Board of Commissioners establish May 24, 2001 as the final day for such consulting firms, interested in being hired by Delaware County to complete the County FY99 CHIP, to submit proposals for consideration by Delaware County

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 01-496

IN THE MATTER OF AMENDING RESOLUTION NO. 01-415 ADOPTING A LETTER OF AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR THE STORAGE OF THE EMERGENCY MANAGEMENT AGENCY COMMAND, CONTROL AND COMMUNICATIONS VEHICLE AT THE CITY OF DELAWARE FIRE DEPARTMENT SUBSTATION:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adopt the following Amendment to Resolution No. 01-415:

WHEREAS, the City of Delaware has advised the Delaware County Board of Commissioners that the City Manager has authority to sign an agreement with Delaware County for the temporary storage of the Delaware County Emergency Management Agency (EMA) Command, Control and Communications (C3) vehicle, and WHEREAS, references to “county” in the agreement have been expanded to read “Delaware County”;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County amend Resolution No. 01-415 to reflect the changes as indicated above.

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.

LETTER OF AGREEMENT

Between the Delaware County Board of Commissioners and City of Delaware

This agreement is entered into on the 14th day of May 2001 between the Delaware County, Ohio Board of Commissioners (referred to as the “Board”), 101 N. Sandusky Street, Delaware, Ohio and City of Delaware City (referred to as the “City”) at 1 South Sandusky Street, Delaware Ohio.

The agreement covers the responsibilities and conditions for usage of the Delaware City Fire Department Sub-station at 683 Pittsburg Drive, Delaware, to shelter the County Emergency Management Agency (EMA) Command, Control and Communications (C3) vehicle.

The City agrees to allow the Delaware County EMA to house and shelter the C3 vehicle at the Fire Department sub-station effective upon the ratification of this document by both the City and the Board. The City further agrees to provide Delaware County EMA personnel with unrestricted access to the vehicle. In turn, Delaware County agrees to provide the City with vehicle keys and authorization to operate the vehicle for the purpose of repositioning or moving vehicles in and out of the apparatus room. At no time shall Delaware City personnel operate the C3 vehicle off the property without approval from the Delaware County EMA Director or Deputy Director.

Each party agrees to maintain automobile liability insurance of no less than \$1 million to cover any losses associated with that individual party’s operation or usage of the vehicle. Each party agrees to pay for any and all damages to the vehicle associated from that party’s actions or in-actions in its individual use of the vehicle. Each party agrees to provide the other with a current certificate of insurance of such coverage every January

1. Each party agrees to hold the other free and harmless for any and all claims for damages of whatsoever nature arising out of or related to the acts of that party or its agents or employees under this agreement.

The City will provide driver abstracts from the State of Ohio Bureau of Motor Vehicles on personnel authorized to operate the vehicle every March and September of each year to the Board as stated in County policies. Only those personnel identified, who meet the Board’s qualifications, as defined in Board policies, will be allowed to operate the vehicle.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001

The City and Board further agree that they will provide at least six months advance notice prior to either party terminating all or part of this agreement.

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

RESOLUTION NO. 01-497

IN THE MATTER OF AMENDING RESOLUTION NO. 01-356 AUTHORIZING THE SALE OF EXCESS EMERGENCY MEDICAL SERVICES VEHICLE BY THE BOARD OF COMMISSIONERS TO ORANGE TOWNSHIP:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to authorize the following Amendment to Resolution No. 01-356:

WHEREAS, discussions between Delaware County and Orange Township identified possible conflicts in the sale agreement language that referenced usage of the vehicle once acquired by Orange Township Fire Department, and

WHEREAS, the references noted above do not change the basic agreement of the sale of the excess equipment to Orange Township from the Board of Commissioners;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County amend the language of Resolution No. 01-356 to reflect the sale of an excess EMS medic vehicle to Orange Township.

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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-498

IN THE MATTER OF REVISING POLICIES FOR TUITION ASSISTANCE AND SICK LEAVE DONATION AND ADOPTING POLICIES FOR ETHICS, CRIMINAL BACKGROUND CHECKING, AND DOG WARDEN USE OF FORCE:

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

Whereas, Delaware County has incorporated several management policies and procedures over the past several years to appropriately set hiring procedures and employment standards, and provide for the general management of employees, and

Whereas, The Delaware County Commissioners and its management staff have recognized the need to improve and update these policies and procedures and add new policies and procedures as needed to meet new requirements and better serve the County's employees and the public,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the policies of Tuition Assistance Program and Sick Leave Donation Program be revised and the policies of Ethics Policy, Criminal Background Checks Policy, Dog Warden Use of Force be adopted to assist the proper management of the employees of Delaware County.

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

RESOLUTION NO. 01-499

IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR DRUG MART AND RETAIL STORES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve sanitary sewer plan for Drug Mart and Retail Stores submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 01- 500

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR SCIOTO RESERVE, SECTION 3, PHASE 3; SCIOTO RESERVE, SECTION 3, PHASE 4; MURPHY PARK/THE VILLAGE AT MURPHY PARK, SECTION 1, AND NORTH ORANGE, SECTION 5:

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

Scioto Reserve, Section 3, Phase 3

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

THIS AGREEMENT executed on this 14th day of May 2001, between **Triangle Properties** subdivider evidenced by the **Scioto Reserve, Section 3, Phase 3** 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 any construction (\$59,977.00) 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 \$4,198.00, 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**

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

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.

Scioto Reserve, Section 3, Phase 4

THIS AGREEMENT executed on this 14th day of May 2001, between **Triangle Properties** subdivider evidenced by the **Scioto Reserve, Section 3, Phase 4** 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 any construction (\$66,453.00) 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 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,652.00, 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, 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.

Murphy Park/The Village at Murphy Park, Section 1

THIS AGREEMENT executed on this 14th day of May 2001, between **Triangle Real Estate, Inc.** subdivider evidenced by the **Murphy Park/The Village at Murphy Park, Section 1** 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

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 any construction (\$221,500.00) which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of 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 \$15,500.00, 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

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.

North Orange, Section 5

THIS AGREEMENT executed on this 14th day of May 2001, between **Planned Communities** subdivider evidenced by the **North Orange, Section 5** 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 any construction (\$2,338,328) 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 \$58,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001

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.

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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-501

IN THE MATTER OF APPROVING CHANGE ORDER #3 WITH KOKOSING CONSTRUCTION COMPANY FOR ALUM CREEK PUMP STATION AND CENTRAL MAINTENANCE FACILITY:

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

Kokosing Construction Company, Inc.

Original Bid Proposal	\$7,488,000.00
Previous change Orders	70,753.00
Increase	85,535.00
Total	\$7,644,288.00

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001**

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

RESOLUTION NO. 01-502

IN THE MATTER OF AMENDING THE IV-D CONTRACT BETWEEN CHILD SUPPORT ENFORCEMENT AGENCY AND DELAWARE COUNTY JUVENILE COURT:

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

This amendment, effective May 1, 2001, is to amend the IV-D contract between the Delaware County Child Support Enforcement Agency (CSEA) and Delaware County Juvenile Court, entered into on the 15th day of December 2000, for calendar year January 1 through December 31, 2001.

Article 4, Availability of funds: Changes the total contract value as follows:

	Amount	Source	
Nonfederal Matching Funds	\$33,195.26	Delaware	34%
Federal Matching Funds	\$64,437.86	Federal	66%
Total	\$97,633.12	Combined	100%

Article 5, Cost and Delivery of Purchased Service:

(A) Adjusts the per unit rate from \$95.09 to \$102.77, as reflected in the attached revised budget.

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

RESOLUTION NO. 01-503

IN THE MATTER OF APPROVING THE EASEMENT AND RIGHT OF WAY BETWEEN DELAWARE COUNTY COMMISSIONERS AND COLUMBUS SOUTHERN POWER:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the easement terms, and other good and valuable consideration from Columbus Southern Power Company:

Easement & Right of Way

Board of Commissioners of Delaware County, Ohio, "Grantor(s)" in consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio Corporation, 700 Morrison Rd., Gahanna, Oh 43230-6642, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement, "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in City of Delaware, Delaware County, Ohio, and being part of Section No. – Township – and Range No. – (Part Outlot 40, Part Lot D), Page 1202, dated 8/11/2000 of the Delaware County Recorder's Office.

Said lines shall be constructed within the limits of a ten-foot wide strip of land, the centerline being the electric cable as installed beneath the surface of the ground. The approximate location of which is shown on the attached drawing marked Exhibit "A", and made a part hereof.

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and /or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 2001

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee’s Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee’s use of he Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected hereby. Easement attachments, if any, are incorporated herein by this reference.

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

RESOLUTION NO. 01-504

IN THE MATTER OF APPROVING REVISED BID OPENING DATE AND TIME FOR BID PACKAGE TWENTY (HVAC); BID PACKAGE TWENTY-ONE ((PLUMBING); BID PACKAGE TWENTY-TWO (FIRE PROTECTION) AND BID PACKAGE TWENTY-THREE (ELECTRICAL) FOR THE DELAWARE COUNTY SERVICES BUILDING

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the revised bid opening date and time for Bid Packages Twenty through Twenty-Three for the Delaware County Services Building from May 18 to Friday, May 25, 2001, at 10:00 AM.

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

Presentation – Leslie Yaussy –Medicaid Out Reach Program for Health Start/Healthy Families

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners