

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 29, 2001

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

Present: James Ward, Deborah Martin, Donald Wuertz

8:00 AM – Dane Gaschen, Assistant County Prosecutor

RESOLUTION NO. 01-539

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATIONS AT 8:32 AM:

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

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

RESOLUTION NO. 01-540

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:50 AM:

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

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

9:30 AM – Rhonda Leasure – Public Hearing Delaware County 5 Year Strategic Plan for Workforce Investment Act through June 30, 2005

10:00 AM – Bid Opening for Proposals on Providing Medical Materials and Supplies for Delaware County Emergency Medical Services

PUBLIC COMMENT

RESOLUTION NO. 01-541

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 305539 THROUGH 305807:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to approve for payment warrants numbered 305539 through 305807 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>
1P02928	Smith Environmental, Inc.	200 UV Multi-Cycle Lamps/ABW Carriage wheel	3530-1693	\$ 5,920.00
		Freight	3530-2200	\$ 100.00
1P02931	H. R. Gray & Associates	Prof. Serv./Litigation Support	3530-2002	\$ 9,237.50
1P03086	Thomas Ruff Company	Additional furniture for new facility	8610-4102	\$ 9,755.24
1P03108	NeTeam	Wireless Network Survey	0260-2005	\$ 11,100.00
INCREASE				
1B43054	Various Vendors	Cluster Funds		
		Purchased Services	4535-2013	\$ 5,000.00
		Residential Treatment	4535-2081	\$ 15,000.00
		Client Travel	4535-2303	\$ 1,000.00

Vouchers

1B02805	CCAO SC	Gas/Utility	0130-2603	\$ 5,413.58
1B05258	BP Oil Co.	Gas/Diesel Fuel	0140-1530	\$ 11,039.15
1B03519	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 6,475.00
1B04289	Gannett Fleming Engineers	Const. Mngmt Serv. For Alum Creek Facility	3590-4031	\$ 157,644.58
1B02727	AEP	Electric serv. To OECC Pump Stations	3530-2600	\$ 16,187.65
1B43118	Del Co Fam Serv Co of Gov	Prof Serv Administrative	4510-2003	\$ 18,309.29
1B42980	House of New Hope	Residential Treatment	4530-2081	\$ 10,799.93

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

RESOLUTION NO. 01-542

IN THE MATTER OF PROCLAIMING MAY 30 AS NATIONAL SENIOR HEALTH

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**AND FITNESS DAY:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to proclaim May 30 as National Senior Health & Fitness Day:

Whereas, The President of the United States has designated May as Older American Month and National Physical Fitness and Sports Month; and

Whereas, it is appropriate to honor our mature citizens for their many contributions to the viability and strength of our community; and

Whereas, the United States Surgeon General has determined that regular physical activity results in significant health benefits and improved quality of life for older adults; and

Whereas, all older adults can participate in activities that improve and maintain their health;

Now, therefore, be it resolved that the Delaware County Commissioners do hereby proclaim Wednesday, May 30, 2001, as National Senior Health and Fitness Day in Delaware County, in the State of Ohio and urge all of our citizens to support the efforts of local organizations that encourage older adults to enhance their lives through physical activity.

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

**RESOLUTION NO. 01-543**

**IN THE MATTER OF APPOINTING JOHN SCHUETTE AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE AS MEMBER-AT-LARGE TO THE HEART OF OHIO RESOURCE CONSERVATION AND DEVELOPMENT PROJECT:**

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

Whereas, The Delaware Soil and Water Conservation District Board of Supervisors and Board of County Commissioners have jointly selected John Schuette to serve as their official representative as Member-At-Large to the Heart of Ohio Resource Conservation and Development Project. John Schuette has agreed to serve from May 21, 2001, until December 31, 2002.

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

**RESOLUTION NO. 01-544**

**IN THE MATTER OF FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL THE LIQUOR LICENSE TRANSFER REQUEST FROM ROBERT D. BYRD, DBA ROGERS PIZZA TO ROGERS PIZZA INC.:**

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 Brown Township Trustees that a liquor license transfer request from Robert D. Byrd, DBA Rogers Pizza at 5676, SR 521 1<sup>st</sup> Floor and Basement, P.O. Box 96, to Rogers Pizza Inc. at 5676, SR 521 1<sup>st</sup> Floor and Basement, P.O. Box 96, Kilbourne, Ohio 43032; and

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

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

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

**RESOLUTION NO. 01-545**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM RENNOB, INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Rennob, Inc. has requested a new D-5 permit located at 1295-1353 Cameron Avenue, Columbus, Ohio 43040, and

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Whereas, the Orange 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. Wuertz    Aye    Mr. Ward    Aye    Mrs. Martin    Aye

**RESOLUTION NO. 01-546**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM VERITAS WINES & MORE LTD. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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 Veritas Wines & More Ltd. has requested a new C-1 and C-2 permits located at 9693 Sawmill Road, Powell, Ohio 43065, 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. 01-547**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM KROGER COMPANY AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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 Kroger Company has requested a new C-1 and C-2 permits located at West Powell Road & Sawmill Parkway, Powell, Ohio 43065 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    Mrs. Martin    Aye    Mr. Wuertz    Aye    Mr. Ward    Aye

**RESOLUTION NO. 01-548**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Juvenile Court is requesting that Ken Spicer attend the Computer Lab for Magistrates Training at Cleveland on June 7, 2001, in the amount of \$50.00.

Commissioners is requesting that James Ward attend the Employment and Labor Law Seminar at Columbus on June 13, 2001, in the amount of \$219.00.

Intensive Supervision is requesting that Douglas Missman and Kara Clark attend the Charting the Course for Community Justice Training at St. Paul, Minnesota on August 26 through August 29, 2001, in the amount of \$2,250.00.

Job and Family Services is requesting that Anne Tallent and Pamela Pruett attend the Quarterly Fraud Training on New Food Stamp Claim Management at Findlay, Ohio on May 30, 2001, in the amount of \$20.00.

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OECC is requesting that Rick Varner attend the Ohio Water Environment Association Annual Conference at Dayton on June 25 through June 28, 2001, in the amount of \$778.00.

Job and Family Services is requesting that Carrie Block attend the Adoptive Preplacement Visit for Ashley Atkins at Hornell, New York on June 1 through June 3, 2001, in the amount of \$844.70.

DATA is requesting that Shane Herbert and Steve Lewis attend the Cisco Networking Course at Columbus on July 23 through July 27, 2001, in the amount of \$5,990.00.

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

**RESOLUTION NO. 01-549**

**IN THE MATTER OF APPROVING THE PLAN FOR SAWMILL PARKWAY:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the plan for Sawmill Parkway:

**Sawmill Parkway**

Roadway Improvements, Liberty Township, Section 2 & 4, Township 3, Range 19

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

**RESOLUTION NO. 01-550**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR SCIOTO RESERVE, SECTION 3, PHASE 3; SCIOTO RESERVE, SECTION 3, PHASE 4; WOODS OF DORNOCH, SECTION 3, AND NORTH ORANGE, SECTION 1, PHASE 1:**

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

**Scioto Reserve, Section 3, Phase 3**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of May 2001, between **TRIANGLE PROPERTIES, INC.** as evidenced by the **SCIOTO RESERVE SECTION 3, PHASE 3** 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 5/14/01, 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 **FORTY-FIVE THOUSAND THREE HUNDRED EIGHTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County**

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**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.

**Scioto Reserve, Section 3, Phase 4**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of May 2001, between **TRIANGLE PROPERTIES, INC.** as evidenced by the **SCIOTO RESERVE SECTION 3, PHASE 4** 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 5/14/01, 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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY 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.

**Woods of Dornoch, Section 3**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of May 2001, between **NEW GREEN HIGHLANDS DEVELOPMENT LIMITED** as evidenced by the **WOODS OF DORNOCH SECTION 3** 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 5/15/01, which is acceptable to the

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**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 **TWENTY-FOUR THOUSAND ONE HUNDRED THIRTY-ONE 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**.

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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 1, Phase 1**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of May 2001, between **PLANNED COMMUNITIES, INC.** as evidenced by the **NORTH ORANGE, SECTION 1, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/9/01, 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 **ONE HUNDRED NINE THOUSAND EIGHT 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**.



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

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

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

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

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

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

**RESOLUTION NO. 01-551**

**IN THE MATTER OF ACCEPTING ROADS IN AUGUSTA WOODS, SECTION 1:**

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

**Augusta Woods, Section 1**

- An addition of 0.36 mile to **Township Road Number 495, Frasier Road**
- **Augusta Woods Court**, to be known as **Township Road Number 980**

The County Engineer also request approval to return the Letter of Credit being held as maintenance surety to the developer, Augusta Land Corporation.

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

**RESOLUTION NO. 01-552**

**IN THE MATTER OF APPROVING THE STOP CONDITIONS FOR AUGUSTA WOODS, SECTION 1:**

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

- On Township Road Number 980, Augusta Woods Court, at its intersection with County Road Number 21, Africa Road

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

**RESOLUTION NO. 01-553**

**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>
U010056	Ameritech	Tussic Street Road	Bury conduit
U010078	Kokosing Construction Co.	Worthington Road	Boring & jacking water line
U010079	Columbus Southern Power	Sunbury Road	Push/bore at 2 locations
U010081	Columbus Southern Power	Old 3C Highway	Push conduit under road

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

**RESOLUTION NO. 01-554**

**IN THE MATTER OF ACCEPTING THE DITCH INSPECTION REPORT AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2002:**

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It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the Ditch Inspection Report and establish percentage of maintenance assessments for 2002 as follows:

**JOINT COUNTY 2002 TAXES**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	7%	Delaware/Marion
Carter Joint County	0%	Delaware/Marion
Cook Joint County	20%	Delaware/Licking
Darst Joint County	0%	Delaware/Marion
DeGood	0%	Delaware/Union
Pumphrey Joint County	7%	Delaware/Morrow
Tartan Field Jt. Co. 8, 9, 10, 11	2%	Delaware/Union

**TRI-COUNTY 2002 TAXES**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri-County	0%	Delaware/Marion/Union

**COMPLETE LIST 2002 TAXES**

<u>Ditch Name</u>	<u>Percentage</u>
Abbey Knoll 1 & 2	2%
Adams Joint County	7%
Bainbridge Mills 2	2%
Becker	0%
Berkshire Development	2%
Big Bear Farms 2-2	2%
Big Bear Farms 8	2%
Big Bear Farms 9	2%
Bryn Mawr	2%
Calhoun	5%
Carter Joint County	0%
Cheshire Cove 1	2%
Cook Joint County	20%
Covington Meadow 1	2%
Crabill	7%
Darst Joint County	0%
DeGood	0%
Fourwinds	2%
Green Meadows 3	2%
Green Meadows Basin	2%
Harbor Pointe 1	2%
Hardin	0%
Harvest Wind 3	2%
Harvest Wind 4	2%
Heather Glen	2%
Herbert-Lawrence	5%
Highland Hills Lakes 2	2%
Highland Lakes E. 11-2	2%
Highland Lakes E. 14-1	2%
Highland Lakes E. 14-2	2%
Highland Lakes N. 6-1	2%
Highland Lakes N. 6-2	2%
Highland Lakes N. 7	2%
Horseshoe Run	0%
Indian Run	0%
Jones	10%
Koepfel	12%
Lewis Center	15%
Liberty Lakes 3	2%
Loch Lomond	2%
Meadow at Cheshire 3-1	2%
Meadow at Cheshire 3-2	2%
Medallion Estates 10 – 1	2%
Medallion Estates 10 – 2	2%

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Medallion Estates 8	2%
Medallion Estates 9	2%
Miley Group	0%
Nuckles	15%
Oak Creek E. 2	2%
Park Shore III	2%
Piatt Meadow 1 & 2	2%
Piatt Meadows 2 – 1, 2 & 3	2%
Plum Estates	2%
Potter	5%
Pumphrey Joint County	7%
Randall Howison Tri-county	0%
Riverbend 1 – 1	2%
Riverbend 1 – 2	2%
Riverbend 2	2%
Riverbend 3	2%
Riverbend 4 – 1 & 2	2%
Scioto Hills Basin	2%
Scioto Reserve 1 – 3	2%
Scioto Reserve 2 – 1 & 2	2%
Scioto Reserve 3 – 1 & 2	2%
Scioto Reserve 4 – 1 & 2	2%
Scioto Reserve 4 – 3 & 4	2%
Shellbark Ridge 4	2%
Sherbrook 3	2%
Sherbrook 4	2%
Sherbrook 5	2%
Sherbrook 6	2%
Sherwood	5%
Shores 12	2%
Slack	10%
Steitz Powers	12%
Sugar Run	0%
Summerfield Village 1 & 2	2%
Summerfield Village 2 – 1, 2 & 3	2%
Talley	12%
Tartan Fields 8-11	2%
Tartan Fields 12 & 13	2%
Tartan Fields 14-18	2%
Teets	0%
U.S. 23 & Powell Road	2%
Village at Alum Creek 3	2%
Village at Alum Creek 4	2%
Village at Oak Creek 10-A & B	2%
Walker Woods 2-1	2%
Walker Woods 2-2	2%
Walker Woods 3-1	2%
Walker Woods 3-2	2%
Walker Woods 4	2%
Walker Woods 6	2%
Walker Woods 7-1	2%
Walker Woods 7-2	2%
Walker Woods 8	2%
Walker Woods 9	2%
Walker Woods 10-1	2%
Walker Woods 10-2	2%
Walker Woods 11	2%
Walker Woods 12 - 1 & 2	2%
Westerville Res. 1 & 2	2%
Whitetail Meadows	2%
Wilshire Estates 3-1	2%
Wilshire Estates 3-2	2%
Wilshire Estates 4	2%

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

**RESOLUTION NO. 01-555**

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**IN THE MATTER OF APPOINTING A LOCAL WORKFORCE INVESTMENT ADVISORY BOARD  
IN ACCORDANCE WITH THE WORKFORCE INVESTMENT ACT OF 1998:**

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

Whereas, the Workforce Investment Act of 1998 requires the Board of County Commissioners to appoint a local board to assist the Board of Commissioners and Delaware County Department of Job and Family Services in developing local workforce plans; and

Whereas, the Board must consist of representatives from business, education and labor;

Now, therefore, be it resolved that the following individual are appointed to the Local Workforce Advisory Board:

- |                       |                          |
|-----------------------|--------------------------|
| Cathy Hemans          | Business                 |
| Teri Morgan           | Business                 |
| Jan Wassan            | Business                 |
| Garry Brown           | Business                 |
| Mary Hilborn          | Business                 |
| Peggy Whitman         | Business                 |
| Suzane Dager          | Business                 |
| Kathleen Stephanorsky | Labor                    |
| Tim Boland            | Economic Development     |
| Tom Thompson          | Mayor                    |
| Patricia Foor         | Education                |
| Watson Walker         | Post-Secondary Education |
| Denny Schooley        | Public Sector            |

- |                     |                 |                              |
|---------------------|-----------------|------------------------------|
| Ex-Officio Members: | Deborah Martin  | County Commissioner          |
|                     | Mona Reilly     | Workforce Development Agency |
|                     | George Faithful | Ohio Job and Family Services |

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

**RESOLUTION NO. 01-556**

**IN THE MATTER OF APPOINTING THE YOUTH COUNCIL IN ACCORDANCE WITH THE  
WORKFORCE INVESTMENT ACT OF 1998:**

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

Whereas, the Workforce Investment Act of 1998 requires the Board of County Commissioner to appoint a Local Youth Council to ensure coordination of job training activities offered through the Workforce Investment Act, and

Whereas, the council members will develop a plan building upon existing resources to provide a comprehensive system of learning options, work experience, skills development, leadership development, counseling and support, connections to both post-secondary education and good jobs for vulnerable 14 to 21 year old youth,

Now, therefore, be it resolved that the following individuals are appointed to the Local Youth Council:

- |                    |   |
|--------------------|---|
| Griffith Jr.       | Law Enforcement                           |
| Jim Little         | Children Services                         |
| Judy Maxwell       | Family and Children First Council         |
| Tish Clark         | Jobs for Ohio Graduates                   |
| Dee Clark          | Graduate Recovery Program                 |
| Eulah Lawson       | Ohio Bureau of Employment Services        |
| Pam McCreary       | Ohio Bureau of Employment Services        |
| Vicki Hartley      | Delaware City Schools                     |
| Marie Ward         | Delaware/Union Educational Service Center |
| Katrina Mitchell   | Past Summer Youth Participant             |
| Kathryn Ogletree   | Ohio Wesleyan University                  |
| Joeann Phipps      | Liberty Community Center                  |
| Stephanie Zwilling | Juvenile Court                            |
| Angie Wise         | Parent                                    |
| Watson Walker      | Columbus State Community College          |
| Susan Birie        | Delaware Area Career Center               |
| Bruce Fritch       | Olentangy Middle School                   |
| Laryssa Hook       | Ohio State University Extension Office    |

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

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**RESOLUTION NO. 01-557**

**IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR THE SUMMERWOOD, SECTION 2, SHERBROOK, PHASES 9 & 10; ABBEY KNOLL, SECTION 3, PHASES 1 & 2; GOLF VILLAGE, REGIONAL PUMP STATION AND FORCE MAIN; EAGLE TRACE, SECTIONS 2 & 3, NORTH ORANGE, SECTION 1, PHASES 1, 2 & 3:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve sanitary sewer plans for Summerwood, Section 2, Sherbrook, Phases 9 & 10; Abbey Knoll, Section 3, Phases 1 & 2; Golf Village, Regional Pump Station and Force Main; Eagle Trace, Sections 2 & 3, North Orange, Section 1, Phases 1, 2 & 3 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. 01-558**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR NORTH ORANGE, SECTION 3, PHASE 1, SHERBROOK, PHASE 9 AND SHERBROOK, PHASE 10:**

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

**North Orange, Section 3, Phase 1**

This agreement executed on this 29<sup>th</sup> day of May 2001, by and between **Planned Communities, Inc.** SUBDIVIDER, as evidenced by the **North Orange, Section 3, Phase 1** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER **\$132,750.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for **45** 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 (**\$209,807.10**) 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 **\$14,700.00** 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

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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.

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.

**Sherbrook, Phase 9**

This agreement executed on this 29<sup>th</sup> day of May 2001, by and between **Tussic Road Associates, LLC** SUBDIVIDER, as evidenced by the **Sherbrook, Phase 9** 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 **\$153,400.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for **52** equivalent single family residential connections. The

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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 (**\$161,350.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$8,100.00** 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

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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.

**Sherbrook, Phase 10**

This agreement executed on this 29<sup>th</sup> day of May 2001, by and between **Tussic Road Associates, LLC** SUBDIVIDER, as evidenced by the **Sherbrook, Phase 10** 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 **\$135,700.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for **46** 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 (**\$78,450.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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



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

SANITARY SEWER CONSTRUCTION

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

INSPECTOR \$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.

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

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

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

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

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

**RESOLUTION NO. 01-559**

**9:30 AM - PUBLIC HEARING DELAWARE COUNTY 5 YEAR STRATEGIC PLAN FOR  
WORKFORCE INVESTMENT ACT THROUGH JUNE 30, 2005:**

Open the Hearing at 9:30 AM.

It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the Hearing at 10:00 AM.

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

**10:00 AM – Bid Opening for Proposals on Providing Medical Materials and Supplies for Delaware  
County Emergency Medical Services**

The amounts were per item – see Larry Fisher for the Bid Packages – listing of Companies that submitted a bid  
are listed below:

Parr Emergency Product Sales Inc.

Penn Care

Dyna Med

Emergency Medical Products  
Emergency Medical Supply

Train Health Services

Moore Medical Corporation

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners