

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 8, 2002

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

Present: Donald Wuertz, Deborah Martin (Absent), James Ward

8:00 AM Duncan Whitney, County Prosecutor

RESOLUTION NO. 02-459

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION:

It was moved by Mr. Ward, seconded by Mr. Wuertz to adjourn into Executive Session at 8:05AM.

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

RESOLUTION NO. 02-460

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Wuertz to adjourn out of Executive Session at 8:35AM.

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

PUBLIC COMMENT – Mr. Scott Miller local attorney, spoke against going to the new computer system vs. using the original books in the recorders office.

RESOLUTION NO. 02-461

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 334118 THROUGH 334190:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants numbered 334118 through 334190 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Boy's Village	Residential Treatment	22511607-534234215	\$ 20,000.00
Children's World/Oak Creek	Childcare Services	22411606-5348	\$ 10,000.00
Buckeye Valley SACC	Childcare Services	22411606-5348	\$ 21,000.00
Build-Mor Inc.	Installation/Emerg Generator/Alum Creek P.S. to C.M.F.	65211905-5380	\$ 8,980.00
Triangle Real Estate	Refund/Capacity fee check/Scioto Reserve	65211905-5319	\$ 28,400.00
Schooley Caldwell	Design for Hayes Serv. Bldg	40411412-541041004	\$ 30,000.00

INCREASE

Delaware Municipal Court	Juror Fee Reimbursement	10029203-536036030	\$ 10,000.00
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VOUCHERS

OSU Extension	OSU Grant/Agricultural Extension	10011102-560160101	\$ 57,880.75
Design Crete, Inc.	Curbs/Gutters/Brick Pavers/Serv Bldg	40411412-541041002	\$ 39,714.32
Architectural Floors, Inc.	Interior Carpet & Flooring/Serv Bldg	40411412-541041002	\$ 208,136.20
The Painting Co.	Interior Painting/Serv Bldg	40411412-541041002	\$ 18,222.09
Kirk Williams Company, Inc.	Plumbing/Serv Bldg	40411412-541041002	\$ 17,410.61
Greenscapes Landscape Co., Inc,	Landscaping/Serv Bldg	40411412-541041002	\$ 14,071.75
Ferguson Steel Company	Structural Steel/Serv Bldg	40411412-541041002	\$ 8,416.86

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

RESOLUTION NO. 02-462

IN THE MATTER OF DECLARING APRIL AS CHILD ABUSE PREVENTION MONTH IN DELAWARE COUNTY:

It was moved by Mr. Ward, seconded by Mr. Wuertz to declare the month of April as Child Abuse Prevention Month in Delaware County:

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WHEREAS, we recognize that our community values the health and well-being of children, thus supporting parents, and funding a variety of support services; and

WHEREAS, we recognize that parents have primary responsibility to nurture, guide and meet the needs of their children; and

WHEREAS, we recognize that our community offers a broad range of services that parents may and should access in raising their children; and

WHEREAS, Child protective services have been created and publicly funded to work with vulnerable families and children when parents are unwilling or unable to protect their children; and

WHEREAS, children depend on community members to report concerns to the child protection agency; and

WHEREAS, child protective services are responsible for child safety of these referred families, and assure the child is in a permanent, stable family, within a reasonable time frame; and

WHEREAS, child protective services must identify, advocate for and access other key community services for families; and

WHEREAS, when those essential services are not available, child protective services must inform the community of the gap in essential services, so that the community can decide on future investments;

NOW THEREFORE BE IT RESOLVED that April is hereby declared CHILD ABUSE PREVENTION month in Delaware County;

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby urges all citizens of Delaware County to support children by reporting child abuse and also by funding supportive services for families.

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

**RESOLUTION NO. 02-463**

**IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO JOSEPH MARK HILL UPON EARNING HIS EAGLE SCOUT AWARD:**

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

WHEREAS, Joseph Mark Hill has been a member of Boy Scout Troop # 393; and

WHEREAS, Joseph Mark Hill has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Joseph Mark Hill on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Joseph Mark Hill on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, and

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                      Mrs. Martin                      Absent                      Mr. Ward                      Aye

**RESOLUTION NO. 02 -464**

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

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

The Environmental Services Department is requesting that Mark Spence, John Hickman, Frank Vance and Chris Bean attend a Central Ohio Code Officials Association Seminar in Grove City, Ohio April 18, 2002, at the cost of \$192.00. (Recommended –continuing education units).

CSEA is requesting that 6 employees attend the Eastern Region Child Support Enforcement Conference in Cincinnati, Ohio April 28 through May 2, 2002, at the cost of \$2,766.00.

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The Engineering Department is submitting a revised Travel Request for Erica Montero’s attendance to a seminar entitled Essentials of Credibility, Composure and Confidence held at the Ohio Center Hyatt Regency. (Miscalculated the mileage and not aware of the parking fees.) Revised cost of \$131.00.

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

RESOLUTION NO. 02-465

IN THE MATTER OF APPROVING PLATS FOR OAKS AT HIGHLAND LAKES PHASE 3; WOODS OF DORNOCH SECTION 3; TARTAN FIELDS PHASE 16 AND DESERET II AND DITCH MAINTENANCE PETITIONS FOR OAKS AT HIGHLAND LAKES PHASE 3 AND WOODS OF DORNOCH SECTION 3:

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

Oaks At Highland Lakes Phase 3

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Lying In Section 2, Township 3 North, Range 17 West, United States Military Lands Containing 2.589 Acres In Farm Lot 11, And 10.018 Acres In Farm Lot 12, Being 12.607 Acres, More Or Less, Including 2.254 Acres Of Right-Of-Way, Out Of The 178.908 Acre Tract Conveyed To M/I Schottenstein Homes Inc., An Ohio Corporation By Deed Of Record In Deed Book 38 Page 248, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$87.00.

Woods Of Dornoch Section 3

Situated In The State Of Ohio, County Of Delaware, Township Of Delaware, Being Located In Farm Lot V, Section 1, Township 4, Range 19, United States Military Lands, Being 8.222 Acres Of That 28.112 Acre Tract Described In A Deed To, New Green Highlands Development Limited, Of Record In Official Record 25, Page 2031, Recorder’s Office, Delaware County, Ohio. Cost \$60.00.

Tartan Fields Phase 16

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Virginia Military Survey Number 2546 And Being 18.109 Acres, More Or Less, Including 2.963 Acres Of Right-Of-Way, Containing 18.109 Acres Out Of The 18.109 Acre Tract Conveyed To NHG Development, Ltd., By Deed Of Record In Deed Book 671 Page 703, Records Of The Record’s Office, Delaware County. Ohio. Cost \$102.00.

Deseret II

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being Part Of Farm Lot 20, Section 1, Township 3, Range 19, And Farm Lot 41 Section 4, Township 3, Range 19, United States Military Lands, Being A 26.784 Acre Subdivision, There Being 1.481 Acres Out Of An Original 42.467 Acre Tract Conveyed To Dimon R. Mcferson And Darlene Mcferson In Official Record Volume 004, Page 1436, 25.303 Acres Out Deseret Subdivision As Recorded In Plat Cabinet 2, Slides 259 And 259-A. Said 25.303 Acres Being All Of Original Lots 3321, 3322, 3324, 3325, And 3326. Said Original Lots 3321 And 3322 Are Owned By Dimon R. Mcferson And Darlene Mcferson As Part Of Said Original 42.467 Acre Tract. Original Lot 3326 And The Westerly Par Of original Lot 3325 Were Conveyed To Dimon R. Mcferson And Darlene Mcferson As A 4.500 Acre Tract By Official Record Volume 21, Page 463. Part Of Original Lots 3324 And 3325 Were Conveyed To Dimon R Mcferson And Darlene Mcferson As A 2.975 Acre Tract (Parcel 1) By Official Record Volume 187, Page 1684. Part Of Original Lot 3325 Was Conveyed To Dimon R. Mcferson And Darlene Mcferson As A 0.092 Acre Tract (Parcel 2) By Official Record Volume 187, Page 1684. Part Of Original Lots 3324 And 3325 Were Conveyed To David A. Persinger And Kellie Persinger, Being The 1.065 Acre Remainder Of A 4.132 Acre Tract, By Official Record Volume 157, Page 2350. Cost \$12.00.

Ditch Maintenance Petition-Oaks At Highland Lakes Phase 3

We the undersigned owners of 12.607 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Oaks At Highland Lakes Phase 3** as evidenced by the attached 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.

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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 **Oaks At Highland Lakes Phase 3** Subdivision.

The cost of the drainage improvements is \$ 58,744.18 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. Twenty-nine (29) 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, \$2,025.66 per lot. An annual maintenance fee equal to 2% of this basis \$ 40.51 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 \$1,174.88 has been paid to Delaware County.

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

**Ditch Maintenance Petition- Woods Of Dornoch Section 3**

We the undersigned owners of 8.222 acres in Delaware Township, Delaware County, Ohio propose to create a subdivision known as **Woods Of Dornoch Section 3** as evidenced by the attached 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 **Woods Of Dornoch Section 3** Subdivision.

The cost of the drainage improvements is \$ 94,045.00 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. Twenty (20) 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, \$4,702.25 per lot. An annual maintenance fee equal to 2% of this basis \$ 94.05 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 \$ 1,881.00 has been paid to Delaware County.

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

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

**RESOLUTION NO. 02-466**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR GENOA FARMS PHASE 2; SCIOTO RESERVE SECTION 3, PHASE 5; CROSS CREEK 2B; GOLF VILLAGE SECTION 7, PHASE 1 AND GOLF VILLAGE SECTION 7, PHASE 4:**

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

**Genoa Farms Phase 2**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of April 2002, between **DOMINION HOMES, INC.** as evidenced by the **GENOA FARMS PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 3/13/02, 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.

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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 SIX 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. 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.

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**Scioto Reserve Section 3, Phase 5**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of April 2002, between **TRIANGLE PROPERTIES, INC.** as evidenced by the **SCIOTO RESERVE SECTION 3, PHASE 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 3/11/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

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

**ROADWAY AND STORM DRAINAGE**

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

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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.

**Cross Creek 2B**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of April, 2002 between **HOMEWOOD CORPORATION** as evidenced by the **CROSS CREEK 2B** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 3/20/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

**All public improvement construction** shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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

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

**ROADWAY AND STORM DRAINAGE**

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

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

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

**Any snow or ice removal or other safety requirements deemed necessary by the County Engineer**

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during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**CONSTRUCTION**

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

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

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

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

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

**Golf Village Section 7, Phase 1**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of April 2002, between **D&D REAL ESTATE LLC**, as evidenced by the **GOLF VILLAGE SECTION 7, 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 3/20/02, 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 **SIXTY-NINE THOUSAND TWO 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. 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



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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.

**Golf Village Section 7, Phase 4**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of April, 2002 between **HOMEWOOD CORPORATION** as evidenced by the **GOLF VILLAGE SECTION 7, 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 construction as shown in the Engineer's Estimate approved 3/13/02 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

**All public improvement construction** shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be 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

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public improvements within this subdivision.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIFTY-TWO THOUSAND TWO 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 testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**RESOLUTION NO. 02-467**

**IN THE MATTER OF ACCEPTING ROADS IN FOURWINDS DRIVE PHASE 1 AND FOURWINDS PHASE 2:**

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

**Fourwinds Drive Phase 1**

- An addition of 0.09 mile to **Township Road Number 1224, Fourwinds Drive**

**Fourwinds Phase 2**

- **Fourwinds Court**, to be known as **Township Road Number 1245**

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

**RESOLUTION N0. 02-468**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR FOURWINDS DRIVE PHASE 1 AND FOURWINDS PHASE 2:**

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It was moved by Mr. Ward, seconded by Mr. Wuertz to establish the following stop conditions:

Fourwinds Drive Phase 1

- On Township Road Number 1224, Fourwinds Drive, at its intersection with State Route 36/37

Fourwinds Phase 2

- On Township Road Number 1245, Fourwinds Court, at its intersection with Township Road Number 1224, Fourwinds Drive

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

RESOLUTION NO. 02-469

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR VILLAGES AT ALUM CREEK SECTION 5; OAKS AT HIGHLAND LAKES PHASE I AND SHERBROOK PHASE 9:

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

Villages at Alum Creek Section 5

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at \$68,000 for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes. A letter authorizing the cancellation of the construction bond is attached for your approval.

Oaks at Highland Lakes Phase I

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at \$65,000 for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes. A letter authorizing the cancellation of the construction bond is attached for your approval.

Sherbrook Phase 9

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at \$66,528.17 for the duration of the one year maintenance period. An Amendment to the developer’s original Letter of Credit reducing it to that amount is attached. Please note the attached acknowledgement to the lending institution authorizing the reduction of this letter of credit which requires the approval of your Board.

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

RESOLUTION NO. 02-470

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR TARTAN FIELDS PHASE 16 AND WOODS OF DORNOCH SECTION 3:

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

Tartan Fields Phase 16

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be \$147,000 and two Letters of Credit totaling that amount are attached to cover the bonding of this project.

Woods of Dornoch Section 3

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The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$36,000**, and two Letters of Credit totaling that amount are attached to cover the bonding of this project.

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

**RESOLUTION NO. 02 -471**

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

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

Permit #	Applicant	Location	Type of Work
U02040	Suburban Natural Gas	Village of Walker Wood Section 5	Lay gas main
U02041	Columbus Southern Power	Liberty Road	Relocate poles
U02042	Verizon	Big Walnut Road	Place buried cable
U02043	Verizon	Berkshire Road	Place aerial cable to existing pole
U02044	Verizon	N. 3B's & K Road	Place aerial cable to existing pole
U02045	Ameritech	Center Green Drive	Place buried cable
U02046	Ameritech	Liberty Road	Relocate existing cable
U02047	Columbia Gas	Maxtown Road	Install gas main

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

**RESOLUTION NO. 02-472**

**IN THE MATTER OF AUTHORIZING A REQUEST THAT ODOT ENACT A SPEED LIMIT REVISION ON MAXTOWN ROAD:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize speed limit revision as follows:

**Speed Limit Reduction-Maxtown Road**

The Engineer's Office has received a request from the Genoa Township Trustees to lower the speed limit for Maxtown Road to 35 miles per hour. The City of Westerville wishes to make the speed limit over the entire length of this road (from State Route 3 to County Road Number 30) a uniform value.

The traffic load in this area has increased enormously as this area has changed from agricultural to residential and, eventually, to light industry. In recent years the west end of Maxtown Road has become heavily commercialized. There are also places where the road is wider than in other places, and there are sections with one traffic lane each way and others with two lanes each way. The speed limit on the south side of Maxtown is presently posted at 35 miles per hour (this is within the corporation limits of Westerville). On the north side, the speed limit varies.

In consideration of all the aforementioned circumstances, the validity of the standardized calculation of warranted speed limits is in question. The Engineer feels the usual procedure of calculating warranted speed limits would result in an erratic distribution of varying speed limits at unpredictable locations and continue for different distances. It is believed that such a situation could be confusing for motorists. Therefore, the Engineer finds it to be reasonable, practical and safe for the speed limit over the said length of Maxtown Road to be uniform, and ask that your Board approve a journalization of this speed limit at 35 miles per hour. The Engineer, therefore, request that your Board pass a resolution requesting the Director of ODOT to establish and journalize a safe prima fascia speed limit of 35 miles per hour for Maxtown Road, County Road Number 32, in the section from State Route 3 to Sunbury Road, County Road Number 30.

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

**RESOLUTION NO. 02-473**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR DUMP BEDS WITH HYDRAULICS BID:**

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

**Dump Beds with Hydraulics Bid Opening of March 25, 2002**

As the result of the referenced bid opening, the Engineer recommends that an award be made to Buckeye Truck Equipment of Columbus, Ohio, the only bidder for this equipment. The bid does meet the specifications and at a

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reasonable cost of \$70,125.00.

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

RESOLUTION NO. 02-474

IN THE MATTER OF A REQUEST FOR A CONSOLIDATED PROJECT FOR A GRADE  
CROSSING CLOSURE TO VEHICLES AND AREA IMPROVEMENTS IN THE COUNTY OF  
DELAWARE, OHIO:

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

SUBSIDY AGREEMENT

THIS SUBSIDY AGREEMENT is entered into on this 8<sup>th</sup> day of April, 2002 by and among the County of Delaware, Ohio (“COUNTY”) and CSX Transportation, Inc. a Virginia corporation (“RAILROAD”).

WITNESSETH:

WHEREAS, the parties, intending to be legally bound, further agree that the public grade crossing(s) identified in Section II of this Subsidy Agreement should be permanently closed to vehicular traffic as part of the safety project to be implemented by this Subsidy Agreement; and

WHEREAS, COUNTY hereby declares it to be in the public interest that the consent of COUNTY be and such consent is hereby given to RAILROAD to facilitate the installation of improvements described in Section III of this Subsidy Agreement in accordance with plans, specifications and estimates to be approved by COUNTY and RAILROAD; and

WHEREAS, the parties, intending to be legally bound further agree that the public grade crossing(s) identified in Section III of this Subsidy Agreement should be upgraded by the installation of lights and gates as a part of the safety project to be implemented by this Subsidy Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I.            PURPOSE

To provide a subsidy agreement between COUNTY and RAILROAD to provide for the elimination of one crossing and upgrade to lights and gates of another crossing.

II.          CROSSING CLOSURE

COUNTY agrees to permanently close, to all vehicular traffic of any kind, the public grade crossing located at the intersection of Roberts Road (AAR-DOT#228-697K) (“**the Roberts Road crossing**”).

COUNTY acknowledges that closure of the Roberts Road crossing will further the public safety without unreasonable inconvenience to the public, and that vehicular traffic may be easily diverted to other nearby public grade crossings.

The diversion of traffic from the Roberts Road crossing will be accomplished by the construction of an extension of Roberts Road to the north to connect to Curtis Road. The construction of this extension will be completed at the direction of the COUNTY.

The construction of the extension is expected to be completed by January 1, 2004. The Roberts Road crossing will be promptly closed upon completion of the extension of Roberts Road.

CSX will remove the existing roadway on CSX right-of-way and install a barrier as necessary to prevent traffic from using the Roberts Road crossing after the Roberts Road extension is completed. All costs of this action will be borne by CSX.

III.        IMPROVEMENTS

In consideration of COUNTY’s permanent closure of the Roberts Road crossing to all vehicular traffic of any kind as described in Section II, lights and gates will be installed (**the “improvements”**) by RAILROAD at the grade crossing located at the intersection of Norton Road (AAR-DOT#228-699Y) (“**the Norton Road crossing**”). RAILROAD shall prepare plans and an estimate detailing the required labor and materials for the work proposed and shall submit them to COUNTY for approval before work is commenced on the improvements. The improvements will be installed in 2002.

IV.        COST ALLOCATION; BILLING

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100% of the cost of the improvements at the Norton Road crossing will be initially borne by COUNTY. When the construction of the extension of Roberts Road is completed and ready for safe public use, and the crossing at Roberts Road is permanently closed, RAILROAD agrees to reimburse COUNTY 20% of the cost of the improvements to the Norton Road crossing.

The initial cost of the construction of the extension to Roberts Road will be borne 100% by COUNTY.

The actual final costs for the improvements set forth in Section III of this Subsidy Agreement shall be borne eighty percent (80%) by COUNTY and twenty (20%) by RAILROAD.

The cost assigned to COUNTY shall be satisfied through the expenditure of COUNTY's funds administered by COUNTY. In the event that delays or difficulties arise in securing necessary COUNTY approvals which, in the opinion of COUNTY, render it impracticable to utilize COUNTY funds for the construction of this project, then at any time before RAILROAD has purchased or furnished the warning devices for the Norton Road crossing, COUNTY may serve formal notice of cancellation upon RAILROAD, and this Subsidy Agreement shall become null and void. COUNTY shall reimburse RAILROAD for all costs and expenses reasonably incurred on account of the improvement(s) prior to such cancellation, consistent with the terms and conditions of this Subsidy Agreement.

RAILROAD shall be responsible for initially paying all of its actual costs to install the safety improvements identified in Section III. However, COUNTY shall be legally bound to reimburse RAILROAD for 100% of such costs upon proper application therefore by RAILROAD, consistent with the terms of this Subsidy Agreement. RAILROAD will reimburse COUNTY for TWENTY percent of the cost of the improvements to the Norton Road crossing once the Roberts Road crossing is permanently close, and upon proper application by COUNTY, consistent with the terms of this Subsidy Agreement.

RAILROAD shall render its billings to COUNTY and RAILROAD shall also provide and furnish itemized records and substantiating data for such costs.

RAILROAD may bill COUNTY monthly or periodically for its cost when they exceed \$1,000.00. RAILROAD shall submit six copies of its bill and in accordance with the State of Ohio's regulations, as amended. A final detail bill of the actual costs shall be submitted by RAILROAD to COUNTY within ninety days after completion of the improvements. COUNTY shall pay all bills submitted by RAILROAD within sixty days after receipt thereof. Final payment for all accounts due RAILROAD shall be made by COUNTY within sixty days after a final audit has been performed and approved by COUNTY. RAILROAD agrees to cooperate and assist, as requested, in any such audit.

At any time during normal business hours upon three days written notice and as often as COUNTY may deem necessary and in such a manner as not to interfere with RAILROAD's normal operations, RAILROAD shall make available to COUNTY, for examination all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit COUNTY to audit, examine and make excerpts or transcripts from such records.

No work requiring reimbursement under this Subsidy Agreement shall be commenced by the parties until both of the following events has occurred: (1) execution of this Subsidy Agreement by both parties; (2) RAILROAD's receipt of notification from COUNTY to proceed with the construction of the improvements. Work on the improvements shall commence within 30 days of the occurrence of the events described in the immediately preceding sentence. Buying and assembling of materials shall be construction in compliance with the foregoing 30-day provision. Said work shall be pursued diligently by RAILROAD until completed.

**V. NOTIFICATION**

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if (1) personally delivered or sent by facsimile, and confirmed by telephone, or (2) sent by United States mail or registered or certified, return receipt requested, postage prepaid to the addresses or fax numbers set forth hereunder or to such other address or fax number as the other party hereto may designate in written notice transmitted in accordance with this provision.

Delaware County  
ATTN: Steve T. Savon  
50 Channing Street  
Delaware, OH 43015  
(740) 833-2400 phone  
(740) 833-2399 fax

CSX Transportation, Inc.  
ATTN: Paul Carine, Principal Engineer  
Liberty Business Park  
Speed Code J350

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4901 Belfort Road, Suite 130  
Jacksonville, FL 32256  
(904) 245-1045 phone  
(904) 245-1030 fax

RAILROAD shall furnish notification to COUNTY at least five working days prior to the date work is scheduled to start at the project site of the improvements so arrangements can be made for inspections. RAILROAD shall also notify COUNTY of any stoppage and resumption of the work activity, and the reasons therefore, and the date the project work of the improvements was completed.

RAILROAD shall furnish written or FAX notification to COUNTY at least fourteen (14) working days prior to starting any work requiring the establishment of a detour of roadway traffic.

RAILROAD shall notify COUNTY of any changes in the scope of work, cost overruns, materials, etc., which are not in the approved plans and estimates and secure approval of same before the work is performed.

RAILROAD shall notify COUNTY to arrange for inspection before the improvements are placed into service.

**VI. TERMINATION**

This Subsidy Agreement shall terminate at the end of 2004. If construction covered under this Agreement is not completed by that date, it is the expressed intention of the parties to renew this Subsidy Agreement on each successive biennium period until such time as all work contemplated under this Agreement has been satisfactorily completed. If it appears to COUNTY that RAILROAD has failed to perform satisfactorily any requirements of this Subsidy Agreement, or if RAILROAD is in violation of any provision of the Agreement, or upon just cause, COUNTY may:

(a) Terminate the Agreement after providing RAILROAD with written notice, in accordance with the notice provisions of this Agreement, of its failure to perform satisfactorily any requirement of this Subsidy Agreement (the "Notice"), which shall provide RAILROAD with a thirty (30) day period to cure any and all defaults under this Subsidy Agreement; or

(b) Immediately terminate the Agreement. During the thirty (30) day period, RAILROAD shall incur only those obligations or expenditures which are necessary to enable RAILROAD to achieve compliance as set forth in the Notice. If it is determined that RAILROAD cannot cure its default, RAILROAD shall immediately cease work under this Subsidy Agreement, take all necessary or appropriate steps to limit disbursements and minimize cost, and RAILROAD shall provide a report, as of the date of receipt of the Notice, setting forth the status of the work completed, the cost of the work completed and such other information as COUNTY shall deem pertinent.

This Agreement and any renewal thereof is subject to the determination by COUNTY that sufficient funds and the authority to spend funds have been provided to COUNTY for the purposes of this Agreement and to the certification of funds by the Delaware County Auditor Office of Budget Management as required by the Ohio Revised Code. If COUNTY determines that sufficient funds have not been appropriated for the purposes of this Agreement, or if the Auditor fails to certify the availability of funds, this Agreement shall be terminated.

**VII. REPRESENTATIONS AND WARRANTIES**

A. RAILROAD: RAILROAD represents and warrants the following:

- (1) RAILROAD has the power and authority to enter into this Agreement, and
- (2) RAILROAD has the authority to carry out its obligations under this Agreement, and
- (3) No personnel of RAILROAD, and subcontractor of RAILROAD, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review of approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to COUNTY in writing. Thereafter, such person shall not participate in any actions affecting the work under this Agreement unless COUNTY determines that, in light of the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

B. COUNTY: COUNTY represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

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VIII. OHIO ETHICS LAW REQUIREMENTS

RAILROAD confirms that it is not in violation of Section 102.04 of the Ohio Revised Code, as that section is applicable to this Agreement.

IX. EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Section 125.111 of the Ohio Revised Code, RAILROAD agrees that RAILROAD, any subcontractor, any person acting on behalf of RAILROAD or subcontractor, shall not discriminate, by reasons of race, color, religion, sex, age, disability, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Subsidy Agreement. RAILROAD further agrees that the contractor, and any subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Subsidy Agreement on account of race, color, religion, sex, disability, national origin or ancestry.

X. DRUG FREE WORKPLACE

In the event that work performed pursuant to the terms of this Subsidy Agreement will be done while on state property, RAILROAD hereby certifies that its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XI. HOLD HARMLESS PROVISION

RAILROAD covenants and agrees to hold COUNTY and its agents and employees harmless from and against any loss, claim, cause of action, damages, liability (including without limitations, strict or absolute liability in tort or by statute imposed), charge, cost or expense (including, without limitation, counsel fees to the extent permitted by law), predicated on personal injury or death, or loss of or damage to property, and arising from any work performed pursuant to this Subsidy Agreement and caused by RAILROAD's intentional misconduct, willful or wanton actions or inactions, or such intentional misconduct, willful or wanton actions or omissions by any subcontractors that may be retained by RAILROAD under this Subsidy Agreement.

In case any action involving work covered by this Subsidy Agreement is brought by or against any party, said party shall promptly notify the other party of such action.

XII. DUPLICATE COUNTERPARTS

The Subsidy Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall be deemed to constitute a single agreement.

XIII. UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE

In the event that RAILROAD or COUNTY cannot meet any or all of the obligations placed upon it by the terms of this Subsidy Agreement, (1) RAILROAD or COUNTY shall immediately notify the other party in writing, and (2) the other party may, at its sole discretion, make reasonable efforts to assist RAILROAD or COUNTY in meeting its obligations under the Agreement. Any revisions to this Agreement shall be made in writing and agreed upon by all parties.

If RAILROAD is unable to complete the project and activate the automatic warning devices within the period set forth in this Subsidy Agreement, RAILROAD must request an extension of time to complete the project and activate the devices. All such requests must be submitted to COUNTY in writing and must include a statement setting forth the reasons prompting the request and the time within which the project will be complete. Extensions for up to 30 days may be granted by COUNTY Engineer. Any request for an extension in excess of 30 days will be considered and decided by COUNTY'S commissioners. No request for an extension of time to complete a project will be considered unless it is received prior to the completion date previously established by the Subsidy Agreement and unless the reasons for the request are clearly set forth therein.

XIV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW AND REGULATIONS

The parties agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The parties accept full responsibility for payments of all unemployment compensation, insurance premiums, worker's compensation, all income tax deductions, social security deductions, and any other taxes or payroll deductions required for their own employees performing work authorized by and pursuant to this Subsidy Agreement.

XV. DISPUTE RESOLUTION

In the event RAILROAD desires clarification or explanation of, or disagrees with, any matter concerning this Subsidy Agreement, RAILROAD shall submit in writing to COUNTY its request for clarification or explanation, or the basis of disagreement. After review and consultation with RAILROAD, COUNTY shall



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render its explanation and/or final order or decision on the matter pursuant to Section 2506.01 of the Ohio Revised Code. RAILROAD may appeal the County’s decision or final order pursuant to and in accordance with the appeals process set forth in Section 2506.01 of the Ohio Revised Code. Such appeal is in addition to any other remedy provided by law.

XVI. CONSTRUCTION

This Subsidy Agreement shall be governed by the law of the State of Ohio as to all matters, including but not limited to, matters of validity, construction effect and performance.

XVII. FORUM AND VENUE

All action regarding this Subsidy Agreement shall be filed and venued in a court of competent subject matter jurisdiction in Delaware County, Ohio.

XVIII. SEVERABILITY

Whenever possible, each provision of this Subsidy Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Subsidy Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Subsidy Agreement.

XIX. ENTIRE AGREEMENT

This Subsidy Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

XX. CAPTIONS

The captions in this Subsidy Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Subsidy Agreement or any part thereof and shall not be considered in any construction hereof.

XXI. AMENDMENTS OR MODIFICATIONS

Any party may at any time during the term of this Subsidy Agreement request amendment or modification. Requests for amendment or modification of this Subsidy Agreement shall be in writing to the other parties and shall specify the requested changes and the justification for such changes. All parties shall then review the request for modification. Should the parties all agree to modification of the Subsidy Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the Subsidy Agreement.

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

RESOLUTION NO. 02-475

IN THE MATTER OF APPROVING THE ESTIMATE AND PLAN FOR LANE ROAD OVER SUGAR CREEK:

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

Lane Road Over Sugar Creek- Porter Township

This Project Includes The Replacement Of A Narrow And Structurally Deficient Concrete Slab Bridge On Lane Road Over Sugar Creek. Project Has Minor Approach Work, Including Crushed Aggregate Pavement Widening Within 100 Feet Of Structure, Minor Shoulder And Ditch Work And Installation Of Guardrail The Total Product Length Is 50 Feet (0.04 Miles).

The engineer’s estimate for the project is \$ 72,600.00.

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

RESOLUTION NO. 02-476

IN THE MATTER OF APPROVING THE ESTIMATE AND PLAN FOR RADNOR ROAD OVER DAVIS DITCH PROJECTS:

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

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Radnor Road Over Davis Ditch Projects-Radnor Township

This Project Includes The Replacement Of A Narrow And Structurally Deficient Concrete Slab Bridge On Radnor Road Over Adams Ditch No. 12. Project Has Minor Approach Work, Including Pavement Replacement Within 30 Feet Of Structure, Minor Shoulder And Ditch Work And Installation Of Guardrail The Total Product Length Is 60 Feet (0.01 Miles).

The engineer’s estimate for the project is \$ 93,300.00.

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

RESOLUTION NO. 02-477

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE CLERK OF COURTS:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
10020201-520	Gen Fund/Clerk of Courts - Mat & Sup	\$ 3,241.00
10020201-530	Gen Fund/Clerk of Courts - Srvs & Chrgs	\$ 3,600.00

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

RESOLUTION NO. 02-478

IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

It was moved by Mr. Ward, seconded by Mr. Wuertz approving the resolution of necessity:

WHEREAS;        the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS;        the Board of County Commissioners of Delaware, County, Ohio has before it a request from Emergency Services, to expend county monies for the purchase of one new 4-door, 4-wheel drive mid-sized Utility Vehicle; and

WHEREAS;        the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

- Section 1.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one 4-door, 4-wheel drive mid-sized Utility Vehicle for use by Emergency Services.
- Section 2.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one for replacement of a current vehicle.
- Section 3.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the maximum estimated cost of said purchase or lease will be a total of \$26,507.00.
- Section 4.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.

DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO.  
Adopted this 8<sup>th</sup> Day of April, 2002.

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

RESOLUTION NO. 02-479

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IN THE MATTER OF APPROVING A GRANT REQUEST BY THE DELAWARE COUNTY  
EMERGENCY MEDICAL SERVICE TO THE STATE OF OHIO FOR FUNDING A TRAUMA  
RESEARCH AND INJURY PREVENTION PROGRAM:

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

WHEREAS, the Delaware County Emergency Medical Service (EMS) participates with other County agencies in responding to trauma injuries; and,

WHEREAS, the Ohio Department of Public Safety has grant funding available for programs associated with trauma research and injury; and,

WHEREAS, the Delaware County EMS desires to improve and expand its care for trauma patients within Delaware County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the submittal of this grant request for a minimum amount of \$43,500.00 by EMS for conducting a trauma research and injury prevention program.

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

Vote on Motion                      Mr. Ward                      Aye                      Mr. Wuertz                      Aye                      Mrs. Martin                      Absent  
**RESOLUTION NO. 02-480**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR AN EMA GRANT:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
21511312-520	EMA/Homeland Security Grant- Mat & Sup	\$ 44,000.00
21511312-540	EMA/Homeland Security Grant- Equip	\$ 6,000.00

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

**RESOLUTION NO. 02-481**

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN NORTH POWELL OFFICE  
CONDOMINIUMS AND SLANE RIDGE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

North Powell Office Condominiums	400 Feet Of 8 Inch Sewer	1 Manholes
Slane Ridge	942 Feet Of 8 Inch Sewer	4 Manholes

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

**RESOLUTION NO. 02-482**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR  
RIVER'S EDGE AT ALUM CREEK SECTION 2:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve Sanitary Sewer Plan For River's Edge At Alum Creek Section 2 Submittal To The Ohio EPA for their approval as per recommendation of The County Sanitary Engineer.

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

**RESOLUTION NO. 02-483**

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB  
AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE  
PROVIDER CHILDREN'S WORLD LEARNING CENTER SAWMILL ROAD:

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

Child Care		Basic Rates	Part	Adjustment
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		Full Time (25 Hrs. or More)	Time Rates	to Basic Rates
Children's World Learning 4895 Sawmill Road Columbus, Ohio 43220	Infant	\$152.00	\$102.00	\$25.00 Registration Fee
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After	\$ 82.00	\$ 69.00	
	Before School Only	\$ 71.00	\$ 69.00	
	After School Only	\$ 71.00	\$ 69.00	

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

RESOLUTION NO. 02-484

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER TODAY'S LEARNING CHILD:

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

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective April 1, 2002, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and **Today's Learning Child** entered into on the 25th day of June, 2001.

SITE: 47 Lexington Blvd., Delaware, OH 43015

- 1. Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a .
- 2. Article 3. Contract Services: No change.
- 3. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from	\$130.00	to	\$135.00	Infant
	\$118.00	to	\$123.00	Toddler
	\$103.00	to	\$107.00	Preschool
	\$80.00	to	\$83.00	K AM/PM
	\$72.00	to	\$75.00	K PM
	\$67.00	to	\$70.00	Before & After
Adjusts the part time unit rate from	\$93.00	to	\$90.45	Infant
	\$79.05	to	\$82.00	Toddler
	\$69.00	to	\$71.69	Preschool
	\$N/A	to	\$67.00	K AM/PM
	\$N/A	to	\$67.00	K PM
	\$35.00	to	\$37.00	Before Only
	\$55.00	to	\$57.00	After Only

to reflect the provider's usual and customary fee to private customers or the local market rate, whichever is lower.

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

RESOLUTION NO. 02-485

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PURCHASE OF UTILITY VEHICLES AND PASSENGER VAN FOR DELAWARE COUNTY:

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

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, April 22, 2002**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for the purchase of utility vehicles and passenger van for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$100 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

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The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Vehicles." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 02-486

IN THE MATTER OF APPROVING THE CONTRACT WITH LEWIS AND MICHAEL MOVING AND STORAGE FOR THE MOVING SERVICES TO THE NEW SERVICES BUILDING:

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

Delaware County Board of Commissioners

Contract

This Contract made by and between:

Lewis And Michael Moving And Storage  
845 Harrisburg Pike  
Columbus, OH 43223

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

Moving Services  
Delaware County Services Building  
140 North Sandusky Street  
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, twenty-four thousand four hundred seventy dollars (\$ 24,470.00), based upon the Bid Form, submitted by the Contractor and opened on March 25, 2002.

\$ 24,470.00 Base Bid  
No Alternate  
Total Contract Amount \$ 24,470.00

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.
- 2.3 The Contract Price is based upon the inventory sheets provided at the pre-bid conference and items added to the inventory by the contractor during the site visits and returned with the bid. Should the actual quantities of boxes in comparison to the inventory list be substantially different, over or under 10%, then the contract price shay be adjust according to the difference and the unit prices provided on the bid for extras.

\$26.00 per man hour  
\$15.00 per truck hour

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

Substantial completion for all Bid package Contracts                      June 1, 2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or

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before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

MILESTONE COMPLETION DATES

Child Support Enforcement Agency and Job & Family Services	April 22, 2002
Auditor, Treasurer, Recorder, and Map Department Offices	May 6, 2002
G.I.S., Mailroom, and Prosecutors Offices	May 13, 2002
Board of Elections	May 28, 2002

- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5	LIQUIDATED DAMAGES																
	<table><tr><th><u>Contract Amount</u></th><th><u>Dollars Per Day</u></th></tr><tr><td>\$1.00 To \$50,000</td><td>\$ 150.00</td></tr><tr><td>More than \$50,000 to \$150,000</td><td>\$ 250.00</td></tr><tr><td>More than \$150,000 to \$500,000</td><td>\$ 500.00</td></tr><tr><td>More than \$500,000 to \$2,000,000</td><td>\$1,000.00</td></tr><tr><td>More than \$2,000,000 to \$5,000,000</td><td>\$2,000.00</td></tr><tr><td>More than \$5,000,000 to \$10,000,000</td><td>\$2,500.00</td></tr><tr><td>More than \$10,000,000</td><td>\$3,000.00</td></tr></table>	<u>Contract Amount</u>	<u>Dollars Per Day</u>	\$1.00 To \$50,000	\$ 150.00	More than \$50,000 to \$150,000	\$ 250.00	More than \$150,000 to \$500,000	\$ 500.00	More than \$500,000 to \$2,000,000	\$1,000.00	More than \$2,000,000 to \$5,000,000	\$2,000.00	More than \$5,000,000 to \$10,000,000	\$2,500.00	More than \$10,000,000	\$3,000.00
<u>Contract Amount</u>	<u>Dollars Per Day</u>																
\$1.00 To \$50,000	\$ 150.00																
More than \$50,000 to \$150,000	\$ 250.00																
More than \$150,000 to \$500,000	\$ 500.00																
More than \$500,000 to \$2,000,000	\$1,000.00																
More than \$2,000,000 to \$5,000,000	\$2,000.00																
More than \$5,000,000 to \$10,000,000	\$2,500.00																
More than \$10,000,000	\$3,000.00																

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

There being no further business the meeting adjourned.

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 8, 2002

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Deborah B. Martin

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James D. Ward

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Donald E. Wuertz

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