

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 5, 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, James D. Ward

- 10:00 AM Bid Opening Date And Time For The Project Known As State Route 3 Intersection Reconstruction (50 Channing Street)
- 1:30 PM Viewing For Consideration Of Request To Vacate A Portion Of An Alley, The South End Of Main Street In Radnor
- 7:30 PM Joint Public Hearing With Union County Commissioners For Consideration Of A Ditch Petition Filed By Donald Wilson

PUBLIC COMMENT

RESOLUTION NO. 02-993

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR082:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR082 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>VOUCHERS</b>			
RRC Consultants Ins.	System Design	40211408-545045005	\$ 9,710.24
Petroleum traders Corp	Gasoline Fuel	10011106-522822801	\$ 8,828.82
<b>INCREASES</b>			
Germain Ford	Vehicle Parts and Supplies	10011106-522822804	\$ 3,500.00
	Vehicle Repair	10011106-532832845	\$ 3,500.00

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

RESOLUTION NO. 02 -994

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Management Agency is requesting that Bob Lavender attend the 26<sup>th</sup> Annual Inland Spills Conference in Columbus, Ohio September 30-October 2, 2002, at the cost of \$155.00.

The Administrative Services Department is requesting that Christine Shaw and Terry Conant attend a Conflict management Skills for Women Seminar in Columbus, Ohio October 22, 2002, at the cost of \$208.00.

The Department of Job and Family Services is requesting that Mona Reilly attend the CCAO Health and Human Services Committee meeting in Columbus, Ohio August 2, 2002, at no cost.

Juvenile Court is requesting that Coco Kneisly attend a Report/Brochure Design Training Course in Columbus, Ohio September 20, 2002, at the cost of \$164.00.

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

RESOLUTION NO. 02-995

IN THE MATTER OF APPROVING PLAT FOR DORNOCH ESTATES SECTION 4 AND DITCH MAINTENANCE PETITION FOR DORNOCH ESTATES SECTION 4:

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

Dornoch Estates Section 4

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being Located In Farm Lots 4 And 5, Of Section 4, Township 4, Range 19, United States Military Lands, Being All Of That Third Tract Of Land Described In Deeds To New Green Highland Development Limited, Of Record In Official Record 25, Page 2031, 36.809 Acres Of That 114.538 Acre Tract Described In A Deed To Dornoch Development Limited Of Record In Deed Volume 632, Page 666 And 13.549 Acres Of That 14.500 Acre Tract Described In A Deed To Dornoch Development Limited, Of Record In Deed Volume 647, Page 461, Recorder’s Office, Delaware County, Ohio.

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Cost \$156.00.

Ditch Maintenance Petition- Dornoch Estates Section 4

We the undersigned owners of 15.826 acres in Delaware Township, Delaware County, Ohio propose to create a subdivision known as **Dornoch Estates Section 4** 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 **Dornoch Estates Section 4** Subdivision.

The cost of the drainage improvements is \$ 45,580.00 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, \$ 876.54 per lot. An annual maintenance fee equal to 2% of this basis \$ 17.53 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 \$ 911.60 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                      Aye

RESOLUTION NO. 02-996

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR GENOA FARMS  
SECTION 3, PHASE A; NORTH ORANGE SECTION 1, PHASE 2, PART 1; NORTH ORANGE  
SECTION 1, PHASE 3; GOLF VILLAGE SECTION 1, PHASE B AND TARTAN FIELDS PHASE 15:

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

Genoa Farms Section 3, Phase A

SUBDIVIDER’S AGREEMENT

**THIS AGREEMENT** executed on this 5<sup>th</sup> day of August 2002, between **DOMINION HOMES** as evidenced by the **GENOA FARMS SECTION 3, PHASE A** 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 7/18/02, 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.

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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 **SIXTEEN 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 properties within the original drainage basin to the storm sewer system.

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**North Orange Section 1, Phase 2, Part 1**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 5<sup>th</sup> day of August 2002, between **PLANNED COMMUNITIES, INC.** as evidenced by the **NORTH ORANGE SECTION 1, PHASE 2, PART 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

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remaining construction as shown in the Engineer's Estimate approved 7/18/02, 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-THREE 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 properties within the original drainage basin to the storm sewer system.

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**North Orange Section 1, Phase 3**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 5<sup>th</sup> day of August 2002, between **PLANNED COMMUNITIES, INC.** as evidenced by the **NORTH ORANGE SECTION 1, PHASE 3** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 7/18/02, 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 **SEVEN 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**

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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 1, Phase B**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 5<sup>th</sup> day of August 2002, between **SELDOM SEEN ROAD ASSOCIATES, LLC** as evidenced by the **GOLF VILLAGE SECTION 1, PHASE B** 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 7/22/02, 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 **FORTY-THREE THOUSAND FIVE 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.

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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.

**Tartan Fields Phase 15**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 5<sup>th</sup> day of August 2002, between **NHG DEVELOPOMENT GROUP** as evidenced by the **TARTAN FIELDS PHASE 15** 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 7/25/02, 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

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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 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 properties within the original drainage basin to the storm sewer system.

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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

**RESOLUTION NO. 02-997**

**IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR DORNOCH ESTATES SECTION 4:**

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

**Dornoch Estates Section 4**

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 **\$30,367**, and a letter from the developer's bank guaranteeing this amount is attached. .



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

RESOLUTION NO. 02 -998

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

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

Permit #	Applicant	Location	Type of Work
U02121	Columbia Gas	Scioto Reserve 1,6	Install gas main
U02122	Columbia Gas	Scioto Reserve 1,5	Install gas main
U02123	Del-Co Water	Lewis Road	Install bore
U02124	Del-Co Water	Montgomery Road	Bury waterline
U02125	Del-Co Water	Green Cook Road	Bury waterline
U02126	Del-Co Water	Fancher Road	Install bore
U02127	Del-Co Water	Byers/Lawrence Roads	Bore & bury waterline
U02128	Del-Co Water	Byers Road	Bore & bury waterline
U02129	Suburban Natural Gas	Big Walnut Road	Bore road

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

RESOLUTION NO. 02 -999

IN THE MATTER OF APPROVING AN EASEMENT VACATION AND THE ACCEPTANCE OF A NEW EASEMENT IN WEDGEWOOD SECTION 10:

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

Drainage Easement- Wedgewood Section 10

The Engineer’s office has received a request from Bauer, Davidson & Merchant, the engineer representing the owner of Lot Number 3901 in Wedgewood Section 10, to vacate the drainage easement on said Lot Number 3901 as recorded on this section’s plat and replace with the easement as outlined in the description below. The reason for this request is that the owner built the house too close to the lot line, making it necessary to change said lot line. In doing so, the lot line then ran through the original drainage easement. This new easement will alleviate this problem.

DESCRIPTION OF A 103 SQUARE FOOT AREA OF LAND  
IN LOT NO. 3901 OF WEDGEWOOD SECTION 10, LOCATED  
EAST OF HEATHROW DRIVE AND NORTH OF STRATFORD AVENUE  
IN THE TOWNSHIP OF LIBERTY, COUNTY OF DELAWARE  
STATE OF OHIO

Situated in the State of Ohio, County of Delaware, Township of Liberty and containing 103 square feet of land, more or less, said 103 square feet being out of Lot No. 3901 of Wedgewood, Section 10, a subdivision of record on Plat Cabinet 2, Slides 581 and 581 A-581D, Recorder’s Office, Delaware County, Ohio, said 103 square feet being more particularly described as follows:

Beginning, for reference, at a ¾inch (I.D.) iron pipe found at the southwesterly corner of said Lot No. 3901 and the northwesterly corner of Lot No. 3902 of said Wedgewood, Section 10, said point also being in the southeasterly right-of-way line of Heathrow Drive, thence S57°58’18”E, with the southwesterly line of said Lot No. 3901 and with the northeasterly line of said Lot No. 3902, a distance of 30.00 feet to a ¾inch (I.D.) iron pipe set at the true point of beginning;

Thence, from said true point of beginning, S64°39’30”E, a distance of 29.79 feet to a ¾inch (I.D.) iron pipe set;

Thence, S51°17’10”E, a distance of 29.79 feet to a ¾inch (I.D.) iron pipe set in the southwesterly line of said Lot No. 3901 and in the northeasterly line of said Lot No. 3902;

Thence N57°58’18”W, with the southwesterly line of said Lot No. 3901 and with the northeasterly line of said Lot No. 3902, a distance of 59.17 feet to the true point of beginning and containing 103 square feet of land, more or less.

Subject to all rights-of-way, easements and restrictions, if any, of previous record.

We hereby state that the foregoing description was prepared from information obtained from an actual field survey conducted by Bauer, Davidson & Merchant, Inc. in July of 2002.

The bearings given in the foregoing description correspond to the bearing of S57°58’18”E as given for

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the southwesterly line of said Lot No. 3901 of Wedgewood., Section 10, a subdivision of record in Plat Cabinet 2, Slides 581 and 581A-581D, Recorder’s Office, Delaware County, Ohio.

The herein described 0.002 acre shall not constitute an independent building site separate from the Grantees’ adjacent parcel. After this deed is recorded, the Grantee shall cause the herein described 0.002 acre to be combined with and become part of lot #3902 of Wedgewood Section 10 subdivision, and to be recorded at the Delaware County Courthouse.

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

RESOLUTION NO. 02 -1000

IN THE MATTER OF REQUESTING A FORMAL LEGAL OPINION FROM THE OHIO DEPARTMENT OF TRANSPORTATION ON THE LEGALITY OF DESIGNATING CR 605 IN TRENTON TOWNSHIP AS THE PERMANENT TRUCK ROUTE FOR ST. RT. 37:

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

Whereas, the County Commissioners have received a request from the Sunbury Village Council to designate CR 605 in Trenton Township as the permanent truck route for St. Rt. 37, and

Whereas, the Delaware County Engineer and Delaware County Commissioners question the legality of permanently establishing a designated state route on a county maintained roadway

Now therefore be it resolved, that the Delaware County Commissioners request a formal legal opinion from the Ohio Department of Transportation on the legality of this proposal before any further actions or consideration of this matter by the county.

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

RESOLUTION NO. 02-1001

IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS CONCURRING WITH THE CITY OF DELAWARE ON THE SELECTION OF UNDERGROUND UTILITIES TO CONSTRUCT THE WATER, AND SANITARY SEWER INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE PROPOSED KROGER COMPANY DISTRIBUTION CENTER PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to concur with the following:

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODO) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, the Delaware County Board of Commissioners authorized a Resolution #02-244 on February 19, 2002, the use of Delaware County Revolving Loan Fund in an amount not to exceed \$200,000 to assist with the construction of water and sanitary sewer lines for Kroger Company Distribution Center Project; and

Whereas, the project was bid out and bids were received on June 28, 2002; and

Whereas, after the City of Delaware reviewed the bids received, and the bid submitted by Underground Utilities has been determined to be the lowest and best bid;

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

Section 1. That the Delaware County Board of Commissioners concurs with City of Delaware in awarding the bid to Underground Utilities to construct sanitary sewer and water lines for the Kroger’s Distribution Center in the amount of \$508,721.30.

Section 2. Delaware County will use the RLF in the amount not to exceed \$200,000 to assist with the construction of said water and sanitary sewer lines associated with the contract with Underground Utilities for Kroger Company Distribution Center Project.

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

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

RESOLUTION NO. 02-1002

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SHERBROOKE PHASE

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

Sherbrooke Phase 10		1,695 feet of 8 inch sewer			7 manholes	
Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye

RESOLUTION NO. 02-1003

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR MCCAMMON CHASE, PHASES 1, 2 AND 3:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plan for McCammon Chase, Phases 1, 2 And 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 02-1004

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR NEW HIGH SCHOOL TUSSIC ROAD SITE, PHASE 1 AND SHEFFIELD PARK, SECTION 1:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Sanitary Subdivider’s Agreements:

New High School Tussic Road Site, Phase 1

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 5<sup>th</sup> day of August 2002, by and between **BOB WEBB BUILDERS**, as evidenced by the New High School Tussic Road Site-Phase 1 (Westerville City Schools) Sanitary sewer improvements and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$11,990.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$1,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00

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CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

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

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

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

**Sheffield Park, Section 1**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 5<sup>th</sup> day of August 2002, by and between Centex Homes, Inc., SUBDIVIDER, as evidenced by the **Sheffield Park, Section 1** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$230,100.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **78** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$650,000.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents 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

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action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$32,500.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.  
IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

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**RESOLUTION NO. 02-1005**

**IN THE MATTER OF APPROVING THE SUBSURFACE INVESTIGATION SERVICES  
CONTRACT BETWEEN THE ENVIRONMENTAL SERVICES DEPARTMENT, THE DELAWARE  
COUNTY COMMISSIONERS AND BBC&M FOR THE PERRY-TAGGART SANITARY SEWER  
IMPROVEMENTS:**

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

**CONTRACT  
SCOPE OF SERVICES**

**-Field Work**

The Subsurface Investigation is to be performed in two phases. The Preliminary Investigation will consist of 15 borings and the Final Investigation will consist of an additional 37 borings. The Spacing between borings after the Final Investigation will be approximately 400 feet. Borings will be drilled to approximately 3 feet below plan invert elevation. One boring will be drilled on each side of the river at each crossing and will extend to 10 feet below planned invert elevation. Where rock is encountered, it will be cored to the planned boring depths. It is anticipated that the depth to bedrock will vary and may be near the ground surface in some areas.

No boring will be terminated in weak or unsuitable soil, or in fill, if such conditions are present at the planned depths of the borings, we will contract The County to discuss the conditions and to decide if and how the program of investigation should be altered. BBC&M will drill the borings and provide continuous on-site supervision of the field work. Our field personnel will perform the following duties: 1) implement drilling and sampling procedures depending on the conditions being encountered; 2) visually identify all recovered samples and prepare a log of each boring; 3) preserve all samples in airtight glass jars for transportation to our laboratory; 4) make seepage and groundwater observations; 5) make hand-penetrometer measurements in soils exhibiting cohesion; and 6) provide liaison between the field work and the Soils Engineer so that the exploratory program can be modified in the event that unusual or unexpected conditions are encountered.

Soil samples will generally be attempted at 3.5, 8.5, 13.5, 18.5, 23.5 and 28.5 feet below the existing ground surface. Soil sample will be attempted using a 2-inch O.D. split-barrel sampler driven by blows from a 140-pound hammer freely falling 30 inches (Standard Penetration Test). Representative samples recovered from the borings will be preserved in airtight glass jars. Where encountered within the planned boring depths, bedrock coring will be attempted using a NX rock barrel with diamond bit. Holes will be left open and slotted PVC pipe will be placed in each hole to permit long-term water levels. The space around the pipe will be backfilled with cuttings.

Boring location will be selected and marked in the field jointly by an engineer from BBC&M and a representative of the Delaware County Sanitary Engineer's Office. Boring locations and elevations will be based on staking by Delaware County or locations and elevations will be determined by Delaware County after drilling. After the boring locations are marked in the field, we will contact the Ohio Utilities Protection Services (OUPS) at least 48 hours prior to commencing the fieldwork.

**Laboratory**

In the laboratory, a testing program will be assigned and supervised by an Engineer. Basic identification tests will be performed on representative samples. The results of these tests will provide information for accurate identification of the soils and also for an approximation of their strength characteristics by comparison to existing data. Recovered bedrock cores will be described in accordance with standard practices and the Rock Quality Designation (RQD) will be computed for use in assessing excavation requirements.

**Report**

The Preliminary Subsurface Investigation report will include a Plan of Borings, Logs of the Borings, a summary of the laboratory test results, a summary table with depths to bedrock and groundwater information and a brief letter report with a general description of the material encountered and general construction approach. After the additional borings are performed, a final engineering report will be prepared and will include the following items:

- An evaluation of the subsurface conditions with respect to the proposed construction and a discussion of items which may adversely impact proposed sewer design and installation;
- An evaluation of subsurface conditions at potential invert levels;
- A discussion of groundwater conditions and solutions to problems, if anticipated;
- A discussion of site preparation and recommendations with regard to specification for excavation, bedding and backfill operations;
- A discussion of the soil and bedrock encountered, and available excavation techniques and alternatives;
- Recommendations and Specifications for blasting of rock in excavations. These services will be provided by a subconsultant.
- Descriptions of the site, the field work and general subsurface conditions; and,
- An Appendix which will include a Plan of the Borings, and laboratory test results.

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Work Schedule and Cost Estimate

BBC&M proposes to perform the preliminary subsurface investigation as detailed in this proposal and cost estimate for a total estimate fee of \$18,900. The final subsurface investigation is estimated to be an additional \$49,500. Unexpected conditions encountered during the exploration program might suggest the need for additional work, however, we will not undertake the work or exceed the proposed budget estimate without prior authorization from the County Office. BBC&M anticipates that the fieldwork for the preliminary subsurface investigation will require 7 to 8 days for completion and that the final report can be submitted within 3 weeks after completion of fieldwork. Preliminary oral information would be available shortly after completion of the fieldwork. The fieldwork for the final subsurface investigation will require 18 to 20 days to complete and the final report can be submitted within 6 weeks after completion of the fieldwork. It is assumed that free right-of-access will be granted to the personnel and equipment of BBC&M Engineering, Inc. Please note that this proposal does not include costs for reseeding areas damaged by the drill rig though BBC&M will attempt to minimize any damage to lawn and grass areas. If reseeding is required, BBC&M will perform these services as an addendum on an hourly rate basis. The costs of the investigations also do not include costs for providing a dozer if areas are not accessible to an all terrain vehicle.

An invoice for services will be submitted upon completion of each phase of the investigation. All invoices will be payable within 30 days of receipt. The estimated fee quoted in this proposal is valid for 120 days. After that time, BBC&M reserves the right to modify the proposed fee. All work performed under this Agreement will be subjected to BBC&M Engineering, Inc., Terms and Conditions, Rev. 4/01 (Copy available in the Delaware County Commissioners Office for the duration of the Contract).

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

RESOLUTION NO. 02-1006

IN THE MATTER OF APPROVING CHANGE ORDERS FOR BID PACKAGE 8 (GREENSCAPES LANDSCAPE CO. INC.) AND BID PACKAGE 24 (GLEESON CONSTRUCTION) FOR THE NEW SERVICES BUILDING:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following change orders:

Greenscapes Landscape Co. Inc.

Original Contract	\$ 172,951.00
Previous Change Orders	\$ 4,979.00
Change Order #3 BP 8	\$ 5,263.00
Revised Contract Amount	\$ 183,193.00

Gleeson Construction

Original Contract	\$ 728,860.00
Previous Change Orders	\$ 6,128.00
Change Order #3 BP 24	\$ 3,879.00
Change Order #4 BP 24	\$ 1,832.00
Change Order #5 BP 24	\$ 3,735.00
Change Order #6 BP 24	\$ 4,953.00
Change Order #7 BP 24	\$ 4,809.00
Revised Contract Amount	\$ 754,196.00

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

RESOLUTION NO. 02-1007

IN THE MATTER OF APPROVING REQUEST OF A DELAWARE COUNTY EMPLOYEE TO WITHDRAW THEIR FUNDS FROM THE DEFERRED COMPENSATION PLAN FOR FINANCIAL HARDSHIP:

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

Whereas, Delaware County has received a request from the County Commissioners’ Association of Ohio Deferred Compensation Program to approve the request of a Delaware County employee to withdraw their funds from the Deferred Compensation Plan due to financial hardship.

Whereas the application was carefully reviewed and it was determined that the participant does qualify for a total distribution of their account.

Therefore Be It Resolved, the Delaware County Commissioners grant approval for this individual to withdraw

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their funds from the County Commissioners’ Association of Ohio Deferred Compensation Program.

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

**Letha George appointed temporary Clerk for Union County Commissioners**

**RESOLUTION NO. 02-1008**

**7:30 PM FIRST JOINT PUBLIC HEARING WITH UNION COUNTY COMMISSIONERS FOR CONSIDERATION OF A DITCH PETITION FILED BY DONALD WILSON:**

It was moved by Mrs. Martin, seconded by Mr. McCarthy to open the Hearing at 7:30PM.

Vote on Motion:	Mr. Fraser, Union County Commissioner		Absent
	Mr. McCarthy, Union County Commissioner	Aye	
	Mr. Mitchell, Union County Commissioner		Aye
	Mrs. Martin, Delaware County Commissioner	Aye	
	Mr. Wuertz, Delaware County Commissioner	Aye	
	Mr. Ward, Delaware County Commissioner		Aye

**RESOLUTION NO. 02-1009**

**IN THE MATTER OF CLOSING THE FIRST JOINT PUBLIC HEARING WITH UNION COUNTY COMMISSIONERS FOR CONSIDERATION OF A DITCH PETITION FILED BY DONALD WILSON:**

It was moved by Mr. Ward, seconded by Mr. McCarthy to close the Hearing at 7:55PM.

Vote on Motion:	Mr. Fraser, Union County Commissioner		Absent
	Mr. McCarthy, Union County Commissioner	Aye	
	Mr. Mitchell, Union County Commissioner		Aye
	Mrs. Martin, Delaware County Commissioner	Aye	
	Mr. Wuertz, Delaware County Commissioner	Aye	
	Mr. Ward, Delaware County Commissioner		Aye

**RESOLUTION NO. 02-1010**

**IN THE MATTER OF CONSIDERING A JOINT COUNTY DITCH PETITION FILED BY DONALD WILSON:**

It was moved by Mr. Ward, seconded by Mr. McCarthy to approve the resolution as follows:

Whereas, on May 22, 2002, a Ditch Petition to Generally improve both surface and subsurface drainage on the unnamed water course as described as Commencing in Scioto Township in the south right of way of Mills Road on the Donald & Gladys Wilson parcel continuing north through the Mills Road right of way onto the Sandra Rosso Parcel, continuing north and west onto the Henry Lowe property, to a good and sufficient outlet was filed with the Delaware County Commissioners, and

Whereas, the Joint Board of Commissioners of Delaware County and Union County on August 5, 2002, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed improvements to the Donald Wilson Ditch, And

Whereas, after hearing testimony from property owners and the preliminary report of Delaware County Engineer, Chris Bauserman, the Joint Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore,Be It Resolved, The Delaware County and Union County Commissioners Directs The Delaware County Engineer To Proceed With The Preparation Of Plans, Reports And Schedules For The Purposed Donald Wilson Ditch Improvements. Said Information To Be Presented To The Commissioners At The End Of This Process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Vote on Motion:	Mr. Fraser, Union County Commissioner		Absent
	Mr. McCarthy, Union County Commissioner	Aye	
	Mr. Mitchell, Union County Commissioner		Aye
	Mrs. Martin, Delaware County Commissioner	Aye	
	Mr. Wuertz, Delaware County Commissioner	Aye	



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Mr. Ward, Delaware County Commissioner

Aye

There being no further business the meeting adjourned.

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Deborah B. Martin

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners