

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 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

PUBLIC COMMENT

RESOLUTION NO. 02-258

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 330331 THROUGH 330713:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants numbered 330331 through 330713 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2B09335	Cottingham Paper Co.	Cleaning Supplies	0130-1521	\$ 20,000.00
<u>Increase</u>				
2B12547	Various	Public Defender	0240-2002	\$ 200,000.00
<u>Vouchers</u>				
2B09278	CCAO SC	Gas/Utility	0130-2603	\$ 10,991.26
2B12599	Tyevco	Private Rehab/Charlotte Jenkins	0079-2005	\$ 6,698.80
		Lead	0074-2005	\$ 100.00
2B12606	Tyevco	Private Rehab/Kim Cole	0079-2005	\$ 9,243.00
			0080-2005	\$ 1,250.00
2B12598	Tyevco	Private Rehab/Kent Kramer	0079-2005	\$ 13,750.00
			0080-2005	\$ 3,028.00
2B13397	Tyevco	Private Rehab/Erdean Eggar	0080-2005	\$ 17,175.00

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

RESOLUTION NO. 02-259

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

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

(Copy is available in the Commissioners’ office.)

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

RESOLUTION NO. 02 –260

IN THE MATTER OF FORWARDING A NEW LIQUOR LICENSE REQUEST FROM JAMES M. DEASCENTIS, DBA JDS LIVING ROOM TO THE OHIO DIVISION OF LIQUOR CONTROL WITH A REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that James M. Deascentis, DBA JDS Living Room has requested a new D-5 permit located at 10175 Columbus Pike, Lewis Center, Ohio, and

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

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that an objection was made and a hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 02 -261

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002

The EMS Department is requesting that 16 Delaware County EMS Paramedics attend an Advanced Cardiac Life Support Course at Grady Memorial Hospital March 13 and 27, 2002, at the cost of \$1,600.00. (Required Training).

The Commissioners Office is requesting that James D. Ward attend a Conflict Resolution Services “Refresher” Course at Hueston Woods State Park April 11 and 12, 2002, at no cost.

The EMS Department is requesting that Lisa Sessiey attend a Course on 9-1-1 public Education in Westerville, Ohio April 5, 2002, at the cost of \$195.00. (Update information)

The EMS Department is requesting that John Tracy attend an Association of Public-Safety Communications Officials Conference in Nashville, TN August 10 through 15, 2002, at the cost of \$ 1,169.00.

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

RESOLUTION NO. 02-262

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COURT OF COMMON PLEAS:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
001-2560-010	Gen Fund/Common Pleas - Salaries	\$ 12,600.00
001-2560-012	Gen Fund/Common Pleas - PERS	\$ 1,707.30
001-2560-013	Gen Fund/Common Pleas - Medicare	\$ 182.70

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

RESOLUTION NO. 02-263

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SUMMERFIELD VILLAGE PHASE 2 SECTION 3:

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

Summerfield Village 2-3

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 \$24,528 for the duration of the one year maintenance period. A Bond in that amount is attached.

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

RESOLUTION NO. 02-264

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
Blanket	Sprint	Various roads	Place or replace buried service wire
U02029	Del-Co Water	Old State Road	Install waterline
U02030	Del-Co Water	Creek Road	Install waterline
U02031	Del-Co Water	Creek Road	Install waterline
U02032	Del-Co Water	Centerburg Road	Install waterline
U02033	Del-Co Water	Centerburg Road	Install waterline
U02034	Del-Co Water	Centerburg Road	Install waterline
U02035	Del-Co Water	Centerburg Road	Install waterline

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

RESOLUTION NO. 02-265

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE  
CONTRACT WITH DENNISON BRIDGE, INC FOR THE CONCORD ROAD BRIDGE PROJECT:

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

Concord Road Bridge Project

As a result of the bid opening of February 19, 2002 for the referenced project, the Engineer recommends that an award be made to Dennison Bridge, Inc. of Dennison, Ohio, the low bidder for the project.

CONTRACT

AGREEMENT, made and entered into this 25<sup>th</sup> day of February, 2002 by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and DENNISON BRIDGE, INC., hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of the sum of THREE HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED TWENTY ONE DOLLARS AND SIXTY CENTS (\$376,921.60), based on unit prices on the attached Bid Blank, to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY, all the necessary material, labor and equipment required to complete the project known as Concord Road Bridge Project, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this Contract.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the Delaware County Engineer. Work is to be completed on or before May 17, 2002.

THE SECOND PARTY hereby agrees to hold the County free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said SECOND PARTY, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the Prevailing Wage Rate in accordance with Section 4115 of the Ohio Revised Code and to furnish the Delaware County Engineer a certified copy of the Contractor's payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 02-266

IN THE MATTER OF APPROVING THE VACATION OF A UTILITY EASEMENT AND THE  
ACCEPTANCE OF A NEW EASEMENT ON LOT NUMBER 6005 OF THE SUBDIVISION KNOWN  
AS HIGHLAND HILLS AT THE LAKES SECTION 3:

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

The Engineer has received a request from Evans, Mechwart, Hambleton & Tilton on behalf of their client, Planned Communities, for the vacation of a utility easement on Lot Number 6005 of the subdivision known as Highland Hills at the Lakes Section 3. The plat for this subdivision was recorded with this easement needed for electric service. The location of this service has since been changed, and due to the restriction of the size and type of house that can be built on this lot due to this easement, Planned Communities is requesting a vacation of this easement and a new easement for Lot Numbers 6005 and 6004 be granted. Copies of the easement to be released as well as a description of the easement desired are attached.

UTILITY EASEMENT  
0.005 Acre

Situated in the State of Ohio, County of Delaware, Township of Genoa, located in Quarter Township 2, Township 3, Range 17, United States Military Lands and being a 5 foot strip of land across Lot 6004 of that subdivision entitled "Highland Hills at the Lakes Section 3" of record in Cabinet 2, Slides 630 – 630D (all references refer to the records to the Recorder's Office, Delaware County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the southwesterly corner of said Lot 6004, the southeasterly corner of Lot 6005, a distance of 20.00 feet to the True Point of Beginning;

thence North 05°11'00" East, with the westerly line of said Lot 6004, the easterly line of said Lot 6005, a distance of 20.00 feet to the True Point of Beginning;

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002

---

thence North 05°11'00" East, continuing with said easterly and westerly lines, a distance of 40.00 feet to a point;

thence across said Lot 6004, the following courses and distances:

South 84°49'00" East, a distance of 5.0 feet to a point;

South 05°11'00" West, a distance of 40.00 feet to a point; and

North 84°49'00" West, a distance of 5.00 feet to the True Point of Beginning, containing 0.005 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.  
Clark E. White  
Registered Surveyor No. 7868

**UTILITY EASEMENT**  
**0.003 Acre**

Situated in the State of Ohio, County of Delaware, Township of Genoa, located in Quarter township 2, township 3, Range 17, United States Military Lands and being a 3 foot strip of land across Lot 6005 of that subdivision entitled "Highland Hills at the Lakes Section 3" of record in Cabinet 2, Slides 630 – 630D (all references refer to the records to the Recorder's Office, Delaware County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the southeasterly corner of said Lot 6005, the southwesterly corner of Lot 6004 of said subdivision, in the northerly right-of-way line of Tralee Lane;

thence North 05°11'00" East, with the easterly line of said Lot 6005, the westerly line of said Lot 6004, a distance of 20.00 feet to the True Point of Beginning;

thence across said Lot 6005, the following courses and distances:

North 84°49'00" West, a distance of 3.00 feet to a point;

North 05°11'00" East, a distance of 40.00 feet to a point; and

South 84°49'00" East, a distance of 3.00 feet to a point on said easterly and westerly lines;

thence South 05°11'00" West, with said easterly and westerly lines, a distance of 40.00 feet to the True Point of Beginning, containing 0.003 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.  
Clark E. White  
Registered Surveyor No. 7868

**Description of Easement to be Released**

Situated in the State of Ohio, County of Delaware, Township of Genoa, located in Quarter Township 2, Township 3, Range 17, and being an 8 foot strip of land across Lot 6005 of that subdivision entitled "Highland Hills at the Lakes Section 3" of record in Cabinet 2, Slides 630 – 630D (all references refer to the records to the Recorder's Office, Delaware County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the southeasterly corner of said Lot 6005, the southwesterly corner of Lot 6004 of said subdivision, in the northerly right-of-way line of Tralee Lane;

thence North 05°11'00" East, with the easterly line of said Lot 6005, the westerly line of said Lot 6004, a distance of 20.00 feet to the True Point of Beginning;

thence across said Lot 6005, the following courses and distances:

North 84°49'00" West, a distance of 8.00 feet to a point;

North 05°11'00" East, a distance of 40.00 feet to a point;

South 84°49'00" East, a distance of 8.00 feet to a point on said easterly and westerly lines;

thence South 05°49'00" West, with said easterly and westerly lines, a distance of 40.00 feet to the True Point of Beginning, containing 0.007 acre of land, more or less.

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002

---

EVANS, MECHWART, HAMBLETON & TILTON, INC.  
Clark E. White  
Registered Surveyor No. 7868

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That PLANNED COMMUNITIES, INC. (hereinafter “Grantor”), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them paid by DELAWARE COUNTY COMMISSIONERS, a body politic (“Grantee” herein), the receipt of which is hereby acknowledged, does hereby grant and release, to DELAWARE COUNTY COMMISSIONERS, its successors and assigns, a perpetual nonexclusive easement in, through, and over the following described real estate situated in the State of Ohio, County of Delaware, Township of Genoa, for the purpose of construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground, and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, together with the right of access to said easement area for said purpose.

Being the area shown on “Exhibit A” attached hereto and made a part thereof

This Deed of Easement is executed, granted and delivered by Grantor, for themselves and their heirs, successors and assigns, and accepted by Grantee, for itself and its successors and assigns, upon the following condition, to wit:

That rights granted herein shall not be construed to interfere with or restrict the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are constructed so as not to interfere with the use and maintenance of the facility herein provided for.

TO HAVE AND TO HOLD said premises unto said Grantee, DELAWARE COUNTY COMMISSIONERS, its successors and assigns forever, for the uses and purposes herein above described.

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

**RESOLUTION NO. 02-267**

**IN THE MATTER OF APPROVING CONTRACTS FOR THE CONSTRUCTION OF MEDIC STATION 8 IN SOUTHWESTERN DELAWARE COUNTY:**

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

WHEREAS, the Delaware County Board of Commissioners desire to construct a facility for Medic 8 in Scioto Township that will conduct 24-hour Medic operations in the southwestern area of the County, and

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

WHEREAS, the Board of Commissioners has approved the award of bids to Robertson Construction Services, Inc., Comfort Express Inc., Holdridge Mechanical and Mid-State Electrical based on the submitted proposals and selection process;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve these contracts for the construction of the Medic Station 8.

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              Aye

**RESOLUTION NO. 02-268**

**IN THE MATTER OF APPROVING A MAINTENANCE CONTRACT RENEWAL WITH MEDTRONIC PHYSIO CONTROL FOR PROVIDING TECHNICAL SERVICE SUPPORT TO THE EMERGENCY MEDICAL SERVICES LIFEPAK DEFIBRILLATOR’S:**

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

WHEREAS, the Delaware County Emergency Medical Service (EMS) Medic Units are equipped with Lifepak 10 defibrillator/monitor/pagemaker equipment, and

WHEREAS, maintaining this equipment in proper operating order is essential to the health of the citizens of Delaware County during cardiovascular emergencies, and

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002

---

WHEREAS, Medtronic Physio Control has been our service provider for several years and continues to provide excellent customer support and service on our equipment;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract with Medtronic Physio Control for providing technical service support to EMS Lifepak 10 system equipment at a cost of \$9,960.00 annually.

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

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

**RESOLUTION NO. 02-269**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR GOLF VILLAGE SECTION 7 PHASE 4 PART A; GOLF VILLAGE SECTION 7 PHASE 1 AND SCIOTO RESERVE SECTION 1 PHASE 5:**

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

**Golf Village Section 7 Phase 4 Part A**

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 25<sup>th</sup> day of February 2002, by and between **Homewood Corporation, Inc.**, SUBDIVIDER, as evidenced by the **Golf Village, Section 7, Phase 4, Part A** 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 shall be credited fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **41** equivalent single family residential connections (credits transferred from Triangle Real Estate Jan-02). 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 (**\$96,119.00**) 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 **\$6,728.00**, 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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002**

---

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.

**Golf Village Section 7 Phase 1**

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 25<sup>th</sup> day of February 2002, by and between **D & D REAL ESTATE SUBDIVIDER**, as evidenced by the **GOLF VILLAGE SECTION 7 PHASE 1** Subdivision Plat filed with the Delaware County Recorder and the **BOARD OF COUNTY COMMISSIONERS** of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$132,750.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection for 45 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the Delaware county Sanitary engineer for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002**

---

of credit, or other approved financial warranties equal to the cost of construction (\$89,860.72) 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 \$5,400.00, 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,



**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002**

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provisions, and requirements of this AGREEMENT.

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

**Scioto Reserve Section 1 Phase 5**

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 25<sup>th</sup> day of February 2002, by and between **Rockford Homes, Inc.**, SUBDIVIDER, as evidenced by the **Scioto Reserve, Section 1, Phase 5** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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 (**\$21,000.00**) 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 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 **\$1,500.00**, 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

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002

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.

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

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

In consideration whereof, the Delaware County Bard of Commissioners herby grants the subdivider or his agent the right and privilege to make the improvements stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 02-270

IN THE MATTER OF APPROVING CHANGE ORDERS WITH KOKOSING CONSTRUCTION  
AND FORT DEFIANCE CONSTRUCTION:

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

Water Reclamation Facility

Kokosing Construction – Change Order #6 – S98-1B

Bid Proposal	\$	36,414,320.00
Previous Chang Orders	\$	166,353.76
Decrease CO # 6	\$	(1,604.50)
Total Contract to Date	\$	36,580,673.76

Africa Road Improvements

Fort Defiance Construction – Change Order #5 – S99-3

Bid Proposal	\$	6,507,660.20
Previous Chang Orders	\$	274,337.36
Increase CO # 5	\$	54,647.24
Total Contract to Date	\$	6,836,644.80

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

RESOLUTION NO. 02-271

IN THE MATTER OF APPROVING PERSONNEL ACTION:

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

Charles Kieser has accepted the Mechanic Position with the Facilities Department; effective date February 26, 2002.

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

RESOLUTION NO. 02-272

IN THE MATTER OF AFFIRMING THE DETERMINATION OF WHICH FUND TO RECORD THE  
PROCEEDS FROM THE SALE OF PRUDENTIAL FINANCIAL, INC. STOCK RECEIVED AS  
PAYMENT FROM DEMUTUALIZATION:

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2002

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

- Whereas, Delaware County has contracted with Prudential Insurance Company to provide long term disability insurance for its employees; and
- Whereas, Delaware County pays 100% of the premium for long term disability insurance for its employees from its Health Insurance Fund (105-0300); and
- Whereas, Delaware County received 776.00 shares of Prudential Financial, Inc. stock for payment from the demutualization of the Prudential Insurance Company; and
- Whereas, Delaware County sold said shares of stock in a prompt manner as it is constitutional prohibition for public entities to hold stock in public corporations; and
- Whereas, The proceeds from that sale of stock were recorded into the Health Insurance Fund (105-0300)

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the recording in the Health Insurance Fund (105-0300) of the proceeds from the sale of Prudential Financial, Inc. stock received as payment from the demutualization of the Prudential Insurance Company be affirmed as proper and correct.

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

RESOLUTION NO. 02-273

IN THE MATTER OF APPROVING AMENDING A FUND TYPE:

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

RECLASSIFY FUND

061-40-6110	Storm Water - Phase II	Enterprise Fund
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Vote on Motion                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye                      Mr. Ward                      Aye

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners