

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

8:30 AM Executive Session

RESOLUTION NO. 03-763

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 03-764

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 8:57AM.

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

PUBLIC COMMENT

RESOLUTION NO. 03-765

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 19, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held June 19, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-766

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0620:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0620 and Purchase Orders and Vouchers as listed below:

PO's

	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Increases				
DATA		Transportation	22411601-5355	\$ 20,000.00
Vouchers				
Liberty Community Center		Child Care	22411606-5348	\$ 21,786.00
		Child Care	22411606-5348	\$ 1,080.00
Prudential Group Life & Disability		April Premium	60211902-5370	\$ 5,288.26
		May Premium	60211902-5370	\$ 5,230.60
B and C Communications		Grounding Protection	21411306-5450	\$ 7,497.06
AEP		Utility	10011105-533833802	\$ 12,813.47
Boys Village		Residential Treatment	22511607-5342	\$ 8,185.00
Del CO Health Dept.		Outreach	22411601-5301	\$ 6,137.61
Today's Learning Child		Child Care	22411606-5348	\$ 9,082.00

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

RESOLUTION NO. 03-767

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE SACKETT DITCH PETITION FILED BY ROBERT FORD AND OTHERS:

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

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

WHEREAS, on this 23 day of June, 2003, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition by Robert Ford and others, petitioners, to:

1. Replace existing culverts with ones of sufficient capacity.
2. Replace existing tile with ones of sufficient capacity.
3. Create drainage mains or laterals.
4. Install tile of sufficient capacity.
5. Tie in (repair if necessary) existing tiles into drainage system.
6. Repair surface and subsurface area.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **22 day of August, 2003, at 9:00 AM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **6th day of October, 2003, at 7:30 P.M.** at the Office of the Board of County Commissioners, Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 03 -768

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Laurie Scholz, Mary Cagnina, Kathy Sturman and Darlene Miller attend a workshop entitled "Children Of Divorce" in Delaware, Ohio June 27, 2003 at the cost of \$100.00.

The Department Of Job And Family Services is requesting that Rhonda Leasure attend a State Workforce Development Committee Meeting in Columbus, Ohio June 25, 2003, at the cost of \$10.00.

The Engineer's Office is requesting that Scott Pike attend an Ohio Traffic Engineering Highway Safety And Access Management Conference in Columbus, Ohio July 9 to 10, 2003, at the cost of \$90.00.

CSEA is requesting that Susan Hollenbach attend a National CSEA Conference in Orlando, Florida August 3 to 7, 2003, at the cost of \$1,860.00.

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

RESOLUTION NO. 03-769

IN THE MATTER OF APPROVING PLAT FOR MCCAMMON CHASE SECTION 1 AND DITCH MAINTENANCE PETITION FOR MCCAMMON CHASE SECTIONS 1, 2 AND 3:

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

McCammon Chase Section 1

Situated In The State Of Ohio, County Of Delaware And Containing 22.039 Acres Of Land, More Or Less, Said 22.039 Acres Being In The Township Of Orange And In Farm Lot 6, Section 1, Township 3, Range 18, United States Military Lands, Said 22.039 Acres Being Part Of That Tract Of Land Conveyed To Alum Creek, Inc. By Deed Of Record In Official Record 197, Page 1487, Recorder's Office, Delaware County, Ohio. Cost \$108.00.

Ditch Maintenance Petition- McCammon Chase Sections 1, 2 And 3

We the undersigned owners of 64.257 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **McCammon Chase Sections 1, 2 And 3** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

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 **McCammom Chase Sections 1, 2 And 3** Subdivision.

The cost of the drainage improvements is \$282,450.00 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. Ninety-one (91) 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, \$3,103.85 per lot. An annual maintenance fee equal to 2% of this basis \$62.08 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 the 36 lots in section 1 in the amount of \$2,234.77 has been paid to Delaware County. The first year's assessment for lots in Sections 2 and 3 will be provided prior to recording the final plat for those sections using the annual maintenance fee per lot as stated above.

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

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

RESOLUTION NO. 03-770

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR WILLOW SPRINGS NORTH SECTION 2; SHERMAN LAKES AND TARTAN FIELDS PHASE 18:

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

Willow Springs North Section 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 23rd day of June 2003, between **M/I SCHOTTENSTEIN HOMES, INC.**, as evidenced by the **WILLOW SPRINGS NORTH SECTION 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 6/11/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FORTY-NINE THOUSAND FOUR HUNDRED SIXTY DOLLARS** (with a credit of \$6,260 deposited with the Willow Springs North Section 2 Pre-grading Agreement approved June 9, 2003 by the Delaware County Commissioners) estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and,

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

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

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

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

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

CONSTRUCTION

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

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

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

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

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

Sherman Lakes

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of June 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **T&R PROPERTIES/P. RONALD SABATINO**, hereinafter called the **SUBDIVIDER**, as evidenced by the Pre-Grading Plan for "**SHERMAN LAKES**" which was approved by the **County Engineer**, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to perform said work as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** shall deposit **TEN THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
4. The **SUBDIVIDER** is to complete all work to the satisfaction of the **COUNTY**.
5. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
7. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
8. If the **SUBDIVIDER** should 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. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

provisions and requirements of this **AGREEMENT**.

9. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

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

Tartan Fields Phase 18

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 23rd day of June 2003, between **NHG DEVELOPMENT** as evidenced by the **TARTAN FIELDS PHASE 18** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/23/03, 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 **ELEVEN THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. 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

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

compliance.

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 03-771

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR ABBINGTON OF POWELL:

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

Abbington of Powell

The roadway to be accepted is as follows:

- An addition of 0.06 mile to **Township Road Number 607, Bradford Court**

The Engineer recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 03-772

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ABBINGTON OF POWELL:

It was moved by Mr. Jordan, seconded by Mrs. Martin to establish stop conditions for the following:

Stop Conditions – Abbington of Powell

- On Township Road Number 607, Bradford Court, at its intersection with Township Road Number 119, Sawmill Road

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

RESOLUTION NO. 03-773

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR COVINGTON MEADOWS SECTION 3 AND CROSS CREEK SECTION 2B:

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

Covington Meadows Section 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 2003 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

\$84,000 for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes. A letter authorizing cancellation of this Bond is available for your approval.

Cross Creek Section 2B

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 2003 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at \$28,000 for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

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

RESOLUTION NO. 03-774

IN THE MATTER OF RELEASING MAINTENANCE BONDS FOR GOLF VILLAGE SECTION 9-2, PHASES A & B:

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

Golf Village Section 9-2, Phases A & B

The Engineer has advised the City of Powell that the above referenced projects are ready to be placed on the one-year maintenance period. The Engineer has forwarded M/I Schottenstein's Maintenance Bonds to them for their action. However, as the original agreements were with your Board, your approval is needed to cancel the Bonds being held as construction surety for these projects. Available for your approval are letters to the lending institution authorizing cancellation of these Bonds.

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

RESOLUTION NO. 03-775

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR MCCAMMON CHASE SECTION 1:

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

McCammon Chase Section 1

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 \$179,000 and an Escrow Agreement in that amount is available to cover the bonding of this project. Please note that this Agreement requires your signatures of approval.

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

RESOLUTION NO. 03 -776

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF ROMANELLI AND HUGHES BUILDING COMPANY FOR CONSTRUCTION OF WESTERVILLE RESERVE SECTION 1:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve taking action against the bond of Romanelli and Hughes Building Company:

Westerville Reserve Section 1

In October, 1999, your Board entered into an Agreement with Romanelli and Hughes Building Company for the referenced project. In January, 2003, the improvements for this project were placed on the public system under the condition that Romanelli and Hughes post a cash bond in the amount of \$1,000 to cover seeding work that could not be completed during that time of year. It was agreed that this work would be completed by May 31, 2003.

As of this date, this work has not been completed. The Engineer has discussed the issue several times with Mr. Romanelli in an attempt to have the work completed. Therefore, we request approval to take action against the cash bond posted and have this work completed.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

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

RESOLUTION NO. 03-777

IN THE MATTER OF APPROVAL OF VACATION OF DRAINAGE EASEMENT FOR HIGHLAND HILLS AT THE LAKES SECTION 2:

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

Drainage Easement Vacation-Highland Hills at the Lakes Section 2

The Engineer has received a request from Evans, Mechwart, Hambleton & Tilton, the engineers for the above referenced project, to vacate the drainage easement as described below. This request is being made to allow better placement of the house on this lot. The Engineer has reviewed this request and find no negative impacts as a result of this vacation. He, therefore, request approval to have the easement vacated.

**VACATION OF DRAINAGE EASEMENT
0,020 ACRES**

Situated in the State of Ohio, County of Delaware, Township of Orange, located in Farms Lots 2 and 3, Quarter Township 1, Township 3, Range 18, United States Military Lands and being a strip of land across lot 5021 of that subdivision entitled "Highland Hills at the Lakes, Section 2" of record in Cabinet 2, Slides 501 to 501D (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and more particularly bounded and described as follows:

Beginning for reference at the northeasterly corner of said Lot 5201;

thence North 62° 43' 31" West, with the northerly line of said lot 5021, a distance of 3.00 feet to a point;

thence South 33° 50' 48" west, across said Lot 5021, a distance of 70.00 feet to the True Point of Beginning;

thence continuing across said Lot 5021, the following courses:

South 33° 50' 48" West, a distance of 85.00 feet, to a point;

North 20° 20' 40" East, a distance of 87.80 feet to a point; and

South 56° 40' 49" East, a distance of 20.00 feet to the True Point of Beginning, and continuing 0.020 acres of land, more or less.

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

RESOLUTION NO. 03 -778

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

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

Permit #	Applicant	Location	Type of Work
U03090	Verizon	Twigg-Hupp Road	Relocate buried cable
U03091	Columbia Gas	Woodland Glen	Install gas main

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

RESOLUTION NO. 03-779

IN THE MATTER OF APPROVING THE AGREEMENT WITH EDP CONSULTANTS, INC. FOR A FULL DEPTH RECLAMATION (FDR) MIX DESIGN FOR THE REHABILITATION OF SECTION LINE ROAD:

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

Agreement

We appreciate the opportunity to provide this proposal to you and Delaware County for a pavement study and Full Depth Reclamation (FDR) mix design for the rehabilitation of Section Line Road. The following paragraphs provide an overview of what needs to be completed to further evaluate the pavement and subgrade conditions along the road, and to develop the mix design. The workscope that would be implemented to complete these tasks is also presented.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

ALTERNATIVE REHABILITATION OPTION

Based on our cursory review of the geotechnical work that has been completed by others for Section Line Road, we suggested an alternative approach to rehabilitate the roadway. Our suggested alternative is to reclaim the roadway using emulsion based Full Depth Reclamation (FDR) techniques, which was presented to the County in a letter dated November 15, 2002. Based on our recent meeting with you and other members of your staff, we agreed that the costs to rehabilitate the road using FDR would be considerably less than the options presented by others.

EVALUATION OF SUBGRADE CHARACTERISTICS

Geotechnical borings were completed along the road by others, generally spaced about 2,000 lf apart, and various laboratory tests were completed on the split-barrel samples obtained from the borings. The majority of the borings were reportedly located along the edge of the road, just inside the existing pavement. The results of this testing provides a good basis from which to gain a general understanding of the subgrade characteristics along Section Line Road. However, additional borings need to be drilled to reduce the distance between borings, and also to evaluate the properties of the subgrade in any areas that may be widened. Also, the existing logs should be reformatted so that the consistency descriptors presented on the logs more accurately depict the actual strength of the subgrade soils. As discussed during our meeting, some of the descriptors on the logs indicate the subgrade to consist of stiff to very stiff clays with corresponding Standard Penetration Test (SPT) blowcounts of three. Per ASTM, these clays should be described as soft. This example is from B-1, however, unusual descriptors are present throughout the majority of the boring logs.

EVALUATION OF EXISTING PAVEMENT MATERIALS

The work done by others did not evaluate the composition of the asphalt section along the road, which we understand may consist of an asphalt bound macadam as well as hot-mix asphalt. The composition of the pavement materials is an important aspect for pavement recycling. Likewise, little is known about the type of base material present along the project route. It is indicated that the base consists of sand and gravel sized material, however, whether it is crushed limestone, slag, or natural sand and gravel is not known. As with the asphalt pavement, the type of base present along the road and its related support characteristics are important aspects which need to be known to properly develop a mix design for a reclamation project. The existing asphalt and base thicknesses along the road were reportedly determined from measurements taken after the pavement was augured through to complete the borings. We often find that thickness measurements using this method instead of coring can be inaccurate. Coring should be conducted to evaluate the composition of the pavement materials, and obtain more accurate thickness measurements.

REVIEW OF PAVEMENT DESIGN

During our meeting, it was requested that our proposal include the review of the structural numbers (SN) determined to be required by others for this project. Our re-evaluation of the SN's is included in the *Proposed Workscope* section of this proposal.

MIX DESIGN

An emulsion based mix design will need to be completed for this project. The mix design should address the need for additional aggregate or chemical modifiers, if required. The strength of the reclaimed mat that will be generated by implementing the recommended mix design also needs to be determined, as well as its related structural coefficient for pavement design purposes.

ENGINEERING WORK BY COUNTY

As discussed, we will need to discuss various items related to the rehabilitation of the road with you and your staff as information is obtained, and likely have one or two meetings to discuss these items. In addition to this, some site-specific information and sketches will need to be obtained/prepared by County personnel to help develop a cost effective and adequate rehabilitation plan for the road. As discussed, the County required work will include:

- Developing a sketch showing the location of ditches along the road, including the distance from the pavement edge to the ditch, the steepness of the ditches' sideslopes, and their depth.
- Identifying locations where rutting and/or prominent pavement distress is occurring at the intersections. These measurements will be used to determine the lengths of road that should be redone using rigid pavement.

The following workscope was developed to address the items presented in the preceding paragraphs.

PROPOSED WORKSCOPE

Evaluation of Subgrade and Pavement Characteristics

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

Field Work

Forty, 5 ft deep SPT borings would be drilled along the project route to further evaluate the subgrade conditions along the road. Twenty-seven of the borings would be located within the pavement, between the locations of the borings that have already been completed for this project. As previously discussed, these borings are not only recommended to decrease the spacing that currently exists between borings, but also to further evaluate the support characteristics of the existing subgrade. The remaining thirteen borings would be drilled in widening areas, and/or placed in other locations where deemed necessary. These locations may include intersections and/or locations where poor subgrade soils are encountered. The locations of the borings would be discussed and agreed upon with you and/or your personnel prior to the start of any work.

Once the boring locations are agreed upon, they would be marked in the field by our personnel. Once marked, and prior to drilling, Ohio Utilities Protection Service would be contacted to help determine if utilities are located at the boring locations. We would also need any information the County may have in relation to buried utilities.

The borings would be drilled in general accordance with ASTM standards, with groundwater levels measured at encounter and on completion of each boring. At each of the borings drilled in pavement areas, the pavement would be cored using an 8 inch diameter diamond-tipped core barrel and its thickness would be measured. Any base material encountered at the test locations would be sampled in its entirety, and its depth would also be measured. Split-barrel sampling at the borings will start just below the base material for those drilled in pavement areas, and at the ground surface in non-pavement areas.

Beside the twenty-seven cores that will be obtained where borings are to be drilled in pavement areas, thirty-five additional cores will be obtained along the roadway. These cores will be completed in the same manner as at the boring locations, with the base sampled in its entirety. These additional cores are necessary to obtain enough information to properly evaluate the composition of the pavement materials and to generate enough material to complete the mix designs.

Local law enforcement will be used to provide traffic control during our field work.

Laboratory Testing

The cores, base, and split-barrel samples would be delivered to our laboratory for evaluation and testing. The cores would be measured for thickness in general accordance with ASTM D3549. The split-barrel and base samples would be examined and classified by a geologist and/or geotechnical engineer in general accordance with ASTM standards. All relatively cohesive split-barrel samples would be tested for their water content to help evaluate the support characteristics of the pavement subgrade.

Pavement Design Review

The pavement design completed by others would be reviewed. Depending on our findings, it may be appropriate to reduce the SNs suggested for the various sections of the road. If changes are judged appropriate, interpretations made to justify such changes will be presented.

Mix Design

General Discussion

One of the most difficult aspects of completing a recycling project is determining the appropriate mix to achieve a required structural coefficient and structural number. Reclamation projects are sometimes done without completing a mix design and/or field monitoring and testing. By not completing a mix design, the properties of the end project can only be speculated. Often, it is found by completing mix designs that adding an inch of virgin aggregate or low dosages of a chemical modifier, such as Portland cement, can double or triple the strengths that a reclaimed mat can achieve. In addition, it is sometimes found that suitable moisture susceptibility cannot be achieved without supplementing the emulsion to be used with such modifiers. A proper mix design should evaluate the benefits achieved by adding select admixtures during the reclamation process, estimate the strengths that are likely to be achieved, evaluate the moisture susceptibility of the material, and estimate the structural coefficient that will be achieved from the end product. The following workscope was developed to complete such a design.

Division of Road into Sections

The road is to be rehabilitated in two phases, possibly three. The first phase will be from US 42 to US 36, which is to be done in 2003. This section of the road is the heaviest traveled due to the presence of a quarry. If two phases are implemented, the second phase will consist of rehabilitating the remainder of Section Line Road, i.e. that portion which was not done in phase I which is from Home Road to SR 37. For three phases, the second phase will be from Home to US 42 and the third, US 36 to S.R. 37. Due to the length of the project route and the phasing that may be completed, mix designs should be done for reclamation from Home Road to US 42, US 42 to US 26, and US 36 to SR 37. The results of the borings, cores, and mix design for each of these sections of road

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

should be presented in separate reports. The following workscope for the completion of the mix design will be done for each of the three sections.

Phase I – Laboratory Thickness Measurements and Sample Preparation

Step 1 – Formulating Sample Sets

Based on the field measurements, the materials sampled would be combined into sample sets. The number of sample sets could be as few as one or as many as five. The number of sample sets will depend on the consistency, depth, and type of pavements materials, as well as the determined reclamation depth based on our findings.

The materials in each sample set would be pulverized to a gradation that is typically achieved in the field using a reclaimer/stabilizer. An extraction with gradation test would be completed on the material in each sample set in general accordance with ASTM D2172. A standard gradation test would also be completed on the sample sets in general accordance with ASTM C136. After these results are obtained, the various sample sets may be combined if they are found to be similar in gradation and bitumen content.

Step 2 – Modified Proctor Testing

After Step 1 is completed, a modified Proctor test would then be completed on each of the sample sets in general accordance with ASTM D1557.

Step 3 – Sample Moisture Content Preparation

The water content of the sample sets would be adjusted to between 80% and 90% of optimum. The percentage of optimum would be selected based on our experience with similar gradation materials. The moisture content of the materials is important to achieve proper density in the field during the compaction process after treatment.

Step 4 - Emulsion Evaluation

A portion of the moisture conditioned material in each sample set would be divided into three to five sets of six, 1200g samples for strength testing. Each set would be treated with either an HFMS or CMS-2 emulsion at application rates likely varying from 1.4 to 2.2 gallons/square yard at 0.2 gallon/square yard increments. Briquettes of the treated samples, six for each application rate, would then be prepared using heavy duty Marshall methods. The briquettes would be allowed to cure for 5 to 7 days at ambient temperature. After curing, two of the six briquettes in each set would be tested for indirect tensile strength (ITS). Two briquettes would be soaked in a vacuum desiccator for 1 hour prior to testing for ITS. The final two of each set would be soaked for 30 minutes in a 140 degree heated circulating water bath, or cured in a 104 degree draft oven, then tested for stability and flow.

Step 5 – Supplemental Aggregates and/or Portland Cement

Based on the results of Step 4, it may be found that the addition of Portland cement or virgin aggregates may be required. If so, Step 4 testing would be repeated on at least one of the sample sets to evaluate the use of one or both of these supplemental materials.

Step 6 – Tables and Graphs

The results of the testing would be summarized and graphed.

REPORTS

A report will be prepared presenting the field and laboratory test results, recommendations for FDR, and a mix design for each of the three sections of road. The existing borings logs that are applicable to the section for which the report is being prepared will be also be included with the report after they are reformatted. The reports will also include our interpretation of the SN required for each of the sections, as well as a pavement design for the section being rehabilitated.

FEE

Our fee to complete the proposed workscope would be \$49,520. As an overview, these costs include the following:

- Review time, calculations, and report time spent to date
- Working with County personnel to select the boring and core locations
- Test location layout and OUPS contact
- Drilling and sampling 40 borings and completing 62 pavement cores

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

- Classification of split-barrel samples and base samples
- Preparation of borings logs and reformatting the existing logs
- Measurement of asphalt cores
- Initial laboratory testing including, but not limited to:
 - Modified Proctor Test(s)
 - Extraction/Gradation Test(s)
 - Water Content Testing
- Preparation of three mix designs and reports, with mix design testing to include:
 - Preparation of 150, possibly more, briquettes for strength testing. The number of briquettes will depend on the number of trial batches that will need to be prepared.
 - Unit weight testing
 - Stability with flow testing
 - Indirect Tensile Strength (ITS) testing, both dry and soaked for moisture susceptibility
 - Evaluation of chemical modifiers and virgin aggregate, if required
 - Preparation of three reports presenting the test results, both tabulated and graphed, and recommendations.
- At least one, possibly two meetings with County personnel and one additional site visit

Note

The fee indicated in the following section includes a cost of \$3,360 for the use of local law enforcement as flagmen. The cost of this work will be passed on directly to the County with no mark-up. It is believed that the actual cost for traffic control will be less than the indicated amount. If the County can provide traffic control during our field work, the cost for traffic control would be deducted from our fee.

GENERAL CONDITIONS

The enclosed General Conditions are a part of this proposal and any ensuing contract. These general conditions cannot be excluded from the contract terms by the issuance of a purchase order or client contract form. Our acceptance of the client's contract form, regardless of its format, does not constitute a waiver of these general conditions except as specifically stated in writing. The client has the option to negotiate any of our general conditions prior to accepting this proposal. Please read all sections carefully.

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

RESOLUTION NO. 03-780

IN THE MATTER OF ACCEPTING THE REPORT OF THE CITY OF WESTERVILLE ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2002 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the City of Westerville Council, have designated areas of the City of Westerville as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the City of Westerville Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 25, 2003 and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the City of Westerville and Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2002, and the recommendations of the TIRC, by March 31, 2003 to the Director of the Ohio Department of Development.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

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 review and recommendations made by the TIRC on March 25, 2003 as summarized on the attached Program Year 2002 Enterprise Zone Program Summary report for the City of Westerville - Zone Number 267, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

Section 2. The Economic Development Director is directed to submit a certified copy of this Resolution to the Ohio Department of Development.

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

Chart # 1

City of Westerville Tax Incentive Review Council Report - Summary
Enterprise Zone Program Year - 2002
Job & Payroll Creation

<u>Project</u>	<u>Date of Agreement</u>	<u>Date of Expiration</u>	<u>Job Creation Goal</u>	<u>Job Creation Results</u>	<u>% of Goal Achieved</u>	<u>Payroll Creation Goal</u>	<u>Payroll Creation Results</u>	<u>% of Goal Achieved</u>
Worthington Cylinder	3/31/94	12/31/04	100	139	139.00	\$1,700,000	\$3,682,435	216.61%
TOTALS			100	139	139.00	\$1,700,000	\$3,682,435	216.61%

Chart # 2

City of Westerville Tax Incentive Review Council Report - Summary
Enterprise Zone Program Year - 2002

Job & Payroll Creation

<u>Project</u>	<u>Real Property Investment Goal</u>	<u>Real Property Investment Results</u>	<u>% of Goal Achieved</u>	<u>Personal Property Investment Goal</u>	<u>Personal Property Investment Results</u>	<u>% of Goal Achieved</u>	<u>Total Property Investment Goal</u>	<u>Total Property Investment Results</u>	<u>% of Goal Achieved</u>
Worthington Cylinder	\$3,650,000	\$4,638,436	127.08%	\$23,000,000	\$19,556,749	85.03%	\$26,650,000	\$24,195,185	90.79%
TOTALS	\$3,650,000	\$4,638,436	127.08%	\$23,000,000	\$19,556,749	85.03%	\$26,650,000	\$24,195,185	90.79%

Chart #3

2002 Ohio Enterprise Zone Program Summary

Zone Number: 267
Zone Name: City of Westerville

<u>Name of Company</u>	<u>Location</u>	<u>SIC</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>	<u>Existing Baseline</u>		<u>Did Enterprise</u>		<u>Job Creation Period (Mos.)</u>
					<u>At Site</u>	<u>In Ohio</u>	<u>Close or reduce employment at other locations</u>	<u>EZ Agreement Job Commitment</u>	
Worthington Cylinder	333 Maxtown Road	3443	3/31/94	12/31/04	0	525	yes	100	0 36

Chart # 4

<u>Name of Company</u>	<u>Enterprise Zone Commitment</u>		<u>EZ Agreement Payroll</u>		<u>Tax Incentives</u>	
	<u>Real</u>	<u>Personal</u>	<u>Baseline Payroll</u>	<u>Proj. New Payroll</u>	<u>% and # years</u>	<u>Personal</u>
Worthington	\$3,650,000	\$22,000,000	\$0.00	\$1,700,000	100% yrs. 1-5	M&E 60% yrs. 1-5

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

Cylinder

50% yrs. 6-10 M&E 28% yrs. 6-10
Inv. 75% yrs. 1-5
Inv. 28% yrs. 6-10

Chart #4 Continued

<u>Name of Company</u>	<u>Date of Most recent TIRC Mtg.</u>	<u># Jobs as of 12/31/02</u>		<u>Project site Employment as of 12-31-02</u>	<u>Payroll Attributed New Employment</u>
		<u>Created</u>	<u>Retained</u>		
Worthington Cylinder	3/25/03	173	100	277	\$5,499,720

Chart #5

Cumulative Taxes At Project site thru 12/31/02

<u>Name of Company</u>	<u>Actual Investment level As of 12/31/02</u>		<u>Real Property Taxes Paid</u>		<u>Real Property Tax Foregone</u>	
	<u>Real</u>	<u>Personal</u>	<u>2002</u>	<u>Total</u>	<u>2002</u>	<u>Total</u>
Worthington Cylinder	\$4,649,459	\$18,409,636	\$48,503	\$329,361	\$102,262	\$438,962

Chart #5 continued

Cumulative Taxes At Project site thru 12/31/02

<u>Name of Company</u>	<u>Personal Taxes Property Paid</u>		<u>Personal Taxes Property Forgone</u>		<u>TIRC Most Recent Recommendation</u>	<u>Local Government Action On Recommendation</u>
	<u>2002</u>	<u>Total</u>	<u>2002</u>	<u>Total</u>		
Worthington Cylinder	\$171,692	\$905,377	\$226,556	\$1,197,619	Continue	Pending

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

RESOLUTION NO. 03-781

IN THE MATTER OF APPROVING THE ANNUAL GRANT AGREEMENT BETWEEN OHIO DEPARTMENT OF YOUTH SERVICES AND THE PERRY MULTI-COUNTY JUVENILE FACILITY FOR YEAR 2003:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the Grant Agreement for fiscal year 2004, in the amount of \$928,000.00 between the Ohio Department of Youth Services and the Perry Multi-County Juvenile Facility.

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

RESOLUTION NO. 03-782

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS KATHY HARPER, BRENDA SMITH, BONNIE MULLINS AND ROBIN MASSEY:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Kathy Harper 4181 Portobello Drive Gahanna, Ohio 43230	Infant	\$ 16.05	\$ 10.80	NONE
	Toddler	\$ 15.45	\$ 10.35	
	Preschool	\$ 13.65	\$ 9.15	
	Schoolage	\$ 12.90 (Per day)	\$ 8.70 (Per day)	
Brenda Smith 376 Park Ave. Delaware, Ohio 43015	Infant	\$ 2.75		NONE
	Toddler	\$ 2.75		
	Preschool	\$ 2.50		
	Schoolage	\$ 2.50		
Bonnie Mullins 188 Muirwood Village Dr. Delaware, Ohio 43015	Infant	\$ 2.75		NONE
	Toddler	\$ 2.75		
	Preschool	\$ 2.50		

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

	Schoolage	\$ 2.50		
Robin Massey 17 Cheshire Street Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		NONE

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

RESOLUTION NO. 03-783

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CONNECTIONS FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

Agreement

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:"), and Connections (hereafter "Connections").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Connections is willing to provide services or, contract out for services, and Connections is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Connections will provide services for WIA/TANF-eligible participants. Connections program and services will include:

Option 1: Interview Assessment, Skill Identification and Referral at \$250/participant.

Option 2: Option 1 plus Placement for One Week at \$350/participant.

Option 3: Option 2 plus continuation of one on one mentoring, periodic assessment of job readiness skills, job readiness training developed by Connections and implemented by host volunteer agency, and detailed performance and assessment reports at \$665/participantProgress meetings at \$60 per hour.

All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.

B. Expenditures for project operation costs under this contract will not exceed \$28,641.

C. The time period for this contract is from July 1, 2003 through June 31, 2004.

D. Connections shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Connections understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Connections agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Connections agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

K. Connections agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Connections agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Connections will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by Connections or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Connections must notify the Department immediately.

Further Be It Resolved that the Commissioners approve a Purchase Order Request in the amount of \$14,00.00 to Connections.

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

RESOLUTION NO. 03-784

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND TRANSITIONS FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

Agreement

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and Transitions Counseling, LLC (hereafter "Transitions").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Transitions is willing to provide services or, contract out for services, and Transitions is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Transitions will provide services for WIA/TANF-eligible participants. Services will include:

Three hour weekly intensive workshops on specific skills such as:
Communication Skills, Stress Management, Anger Management, Problem Solving and Conflict Resolution, and Rebuilding Worker Confidence.

All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.

B. The cost of Transitions services is \$210 per workshop. Expenditures for this contract will not exceed \$15,000.

C. The time period for this contract is from July 1, 2003 through June 30, 2004.

D. Transitions shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Transitions understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Transitions agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

J. Transitions agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Transitions agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Transitions agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Transitions will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by Transitions or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Transitions must notify the Department immediately.

Further Be It Resolved that the Commissioners approve a Purchase Order Request in the amount of \$7,000.00 to Transitions.

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

RESOLUTION NO. 03-785

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND EDDIE POWELL FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

Agreement

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and Eddie Powell, Consultant (hereafter "Eddie Powell").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Eddie Powell is willing to provide services or, contract out for services, and Eddie Powell is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Eddie Powell will provide marketing services as requested. All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.

B. The cost of Eddie Powell services is \$100.00 per hour. Placement of any advertisements in any media will be billed at the industry standard rate of ad cost plus 15%. Expenditures for this contract will not exceed \$15,000.

C. The time period for this contract is from July 1, 2003 through June 30, 2004.

D. Eddie Powell shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Eddie Powell understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Eddie Powell agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

J. Eddie Powell agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Eddie Powell agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Eddie Powell agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Eddie Powell will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by Eddie Powell or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Eddie Powell must notify the Department immediately.

Further Be It Resolved that the Commissioners approve a Purchase Order Request in the amount of \$5,000.00 to Eddie Powell.

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

RESOLUTION NO. 03-786

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JVS COMMUNITY CAREER RESOURCE CENTER FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

Agreement

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and Delaware JVS Community Career Resource Center (hereafter "CCRC").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CCRC is willing to provide services or, contract out for services, and CCRC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. CCRC will provide services for WIA/TANF-eligible participants. Services will include:

Job Networking: Provide a regular time and place for active job seekers to receive technical, practical, personal assistance and support while conducting job search or career change. Participants will be provided feedback on their job search strategies and skills, job leads and referrals, support and encouragement. The cost is \$105.00 per session.

Career/Vocational Assessment: Provide objective assessments and vocational evaluations to individuals as part of the comprehensive guidance and counseling component of the Workforce Investment Act. The cost of a basic assessment is \$100 per assessment. Comprehensive assessments will cost \$300.00 per assessment.

All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.

B. Expenditures for services and project operation under this contract will not exceed \$21,000.

C. The time period for this contract is from July 1, 2003 through June 30, 2004.

D. CCRC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. CCRC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. CCRC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. CCRC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. CCRC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and CCRC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CCRC will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by CCRC or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, CCRC must notify the Department immediately.

Further Be It Resolved that the Commissioners approve a Purchase Order Request in the amount of \$10,000.00 to Delaware JVS Community Career Resource Center.

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

RESOLUTION NO. 03-787

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JVS COMMUNITY CAREER RESOURCE CENTER FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

Agreement

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:), and Delaware JVS Community Career Resource Center (hereafter "CCRC").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CCRC is willing to provide services or, contract out for services, and CCRC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. CCRC will provide services for WIA/TANF-eligible participants. Services will include:

- 1. Rotating workshops will be offered weekly to include:
 - a. Career Interests and Aptitudes;
 - b. Job Search Basics;
 - c. Resume Development and Interview Techniques.
- 2. Three, one-hour appointments per week may be scheduled for follow-up of individuals that have participated in the workshops and need more one-on-one assistance.

All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.

B. The cost of CCRC services is \$405.00 per service day. Expenditures for this contract will not exceed \$35,000.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

- C. The time period for this contract is from July 1, 2003 through June 30, 2004.
- D. CCRC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. CCRC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. CCRC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. CCRC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. CCRC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and CCRC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CCRC will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by CCRC or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, CCRC must notify the Department immediately

Further Be It Resolved that the Commissioners approve a Purchase Order Request in the amount of \$17,000.00 to Delaware JVS Community Career Resource Center.

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

RESOLUTION NO. 03-788

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BRADFORD SCHOOL FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

Agreement

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and Bradford School (hereafter "Bradford School").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Bradford School is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. Bradford School will provide services for WIA/TANF-eligible participants.
- B. The cost of Bradford School services will be as per tuition rates charged the public.

Expenditures under this contract will not exceed \$30,000.

- C. The time period for this contract is from May 1, 2003 through June 30, 2004.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

D. Bradford School shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Bradford School understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Bradford School agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Bradford School agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Bradford School agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Bradford School agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Bradford School will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by Bradford School or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Bradford School must notify the Department immediately.

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

RESOLUTION NO. 03-789

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GENOA FARMS SECTION 3 PART A:

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

Genoa Farms Section 3 Part A 728 feet of 8 inch sewer 3 manholes

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

RESOLUTION NO. 03-790

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR GOLF VILLAGE SECTION 7 PHASE B; STAGERS LOOP SANITARY SEWER IMPROVEMENTS; GENOA FARMS PHASE 3 SECTIONS B AND C; VILLAGE AT KINSALE CONDOS; WILLOW SPRINGS NORTH SECTION 2; HEATHERMERE AND MAPLE CREEK CONDOMINIUMS:

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

Golf Village Section 7 Phase B

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

THIS AGREEMENT executed on this 23rd day of June 2003, by and between D & D REAL ESTATE LLC SUBDIVIDER, as evidenced by the GOLF VILLAGE SECTION 7 PHASE B Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

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 \$79,650.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 27 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 (\$47,977.68) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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 \$3,800.00, 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, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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.
- (2) an itemized statement showing the cost of IMPROVEMENTS

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

(3) a waiver of lien from all Contractors associated with the project 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.

Stagers Loop Sanitary Sewer Improvements

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

THIS AGREEMENT executed on this 23rd day of June 2003, by and between PLANNED COMMUNITIES, INC. SUBDIVIDER, as evidenced by the STAGERS LOOP 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 (\$30,528.75) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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 \$2,200.00, 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, the SUBDIVIDER shall

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

make an additional deposits 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:

(1) "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.

(2) an itemized statement showing the cost of IMPROVEMENTS

(3) a waiver of lien from all Contractors associated with the project 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.

Genoa Farms Phase 3 Sections B And C

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

THIS AGREEMENT executed on this 23rd day of June 2003, by and between DOMINION HOMES, INC. SUBDIVIDER, as evidenced by the GENOA FARMS SECTION 3 PHASE B & C 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 \$134,800.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for 40 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 (\$111,796.50) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

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 \$7,825.00, 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, the SUBDIVIDER shall make an additional deposits 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:

(1) "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.

(2) an itemized statement showing the cost of IMPROVEMENTS

(3) a waiver of lien from all Contractors associated with the project 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

herein and as shown on the approved plans.

Village At Kinsale Condos

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

THIS AGREEMENT executed on this 23rd day of June 2003, by and between CHARLES VINCE SUBDIVIDER, as evidenced by the VILLAGE AT KINSALE CONDOS 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 (\$126,992.00) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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 \$8,800.00, 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, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

either Autocad DWG files or DXF files.

(2) an itemized statement showing the cost of IMPROVEMENTS

(3) a waiver of lien from all Contractors associated with the project 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.

Willow Springs North Section 2

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

THIS AGREEMENT executed on this 23rd day of June 2003, by and between M/I Schottenstein Homes Inc. SUBDIVIDER, as evidenced by the Willow Springs North Section 2 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 \$122,320 ((60lots * 2,950.00)-54,680.00 over payment form Covington Meadows Sections 2 and 3) representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 60 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 (\$176,492.17) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

DELAWARE COUNTY SANITARY ENGINEER the sum of \$12,300.00, 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, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project 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.

Heathermere

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

THIS AGREEMENT executed on this 23rd day of June 2003, by and between LAND NETWORK SUBDIVIDER, as evidenced by the HEATHERMERE 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 \$150,450.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus pay to the VILLAGE OF GALENA a Surcharge of \$30,600.00 (\$600.00 for each single family residential connection), for 51 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

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 (\$148,594.00) 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 \$10,000.00, 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
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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

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.

Maple Creek Condominiums

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

THIS AGREEMENT executed on this 23rd day of June 2003, by and between EPCON MAPLE CREEK LLC. SUBDIVIDER, as evidenced by the MAPLE CREEK CONDOMINIUMS 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 (\$179,000.00) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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 \$10,740.00, 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, the SUBDIVIDER shall make an additional deposits 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

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:

(1) "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.

(2) an itemized statement showing the cost of IMPROVEMENTS

(3) a waiver of lien from all Contractors associated with the project 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. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-791

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND A TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

TRANSFER OF APPROPRIATION

FROM:		
67011914-5415	67011914-5801	
Sant Eng Capital Fund/Capital Outlay	Sant Eng Capital Fund/Transfers	\$ 400,000.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT
67011914-5801	65511918-4601	
Sant Eng Capital Fund/Transfers	Perry Taggart/Interfund Revenue	\$ 400,000.00

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

RESOLUTION NO. 03-792

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THOMAS R. MOSKE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 23rd day of June 2003, by and between Thomas R. Moske, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

attached Plat. (Available in the Sanitary Engineer Department).

The purchase price of said Easement is Fourteen Thousand Dollars (\$14,000.00) (\$14,000.00 = \$5,800.00 for land plus \$8,200.00 for tree replacement) and one sanitary sewer capacity fee (\$5,900.00) to be paid upon the execution of the Deed of Easement.

In addition to the above, the BUYER agrees to the conditions described in Exhibit "A"

In the event that the SELLER'S water well no longer functions because of the installation of the sewer during the construction period of the sewer, the BUYER will reimburse the SELLER the difference between the cost of water use from DELCO Water Co. for the time period that the water well does not function and the average cost of water use for the residence from the previous 12 month period.

In the event that after one year from the completion of the sewer construction the SELLER'S water well is not functioning due to the construction of the sewer, the BUYER will reimburse the SELLER the cost of renovating the well to pre-construction working conditions.

This transaction is to be closed at the SELLERS convenience, on or before June 10, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$19,900.00 to Thomas Moske.

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

RESOLUTION NO. 03-793

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SCOTT A. THOMPSON:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 23rd day of June 2003, by and between Scott A. Thompson, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat. (Available in the Sanitary Engineer Department).

The purchase price of said Easement is One (1) sanitary sewer capacity fee (\$5,900.00), and \$2,250.00 for tree reimbursement upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before July 1, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$8,150.00 to Scott A. Thompson.

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

RESOLUTION NO. 03-794

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CORRINE WIGGINS:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 23rd day of June 2003, by and between Corrine Wiggins, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat. (Available in the Sanitary Engineer Department).

The purchase price of said Easement is Thirteen Thousand Eight Hundred and Twenty Five Dollars (~~\$13,825.00~~) (\$4,150.00 for land and \$9,675.00 for tree replacement) and one sanitary sewer capacity fee (\$5,900.00) to be paid upon the execution of the Deed of Easement.

In the event that the SELLER'S water well no longer functions because of the installation of the sewer during the construction period of the sewer, the BUYER will reimburse the Seller the cost of the water tap fee and to completely connect the existing house to drinking water provided by DELCO Water Co.

In the event that after two years from the completion of the sewer construction the SELLER'S water well is not functioning due to the construction of the sewer, the BUYER will reimburse the SELLER the cost of renovating the well to pre-construction working conditions or cover the tap cost for a permanent DELCO Water Co. connection.

This transaction is to be closed at the SELLERS convenience, on or before July 1, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$19,725.00 to Corrine Wiggins

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

RESOLUTION NO. 03-795

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ROBERT E. TANNER:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 23rd day of June 2003, by and between Robert E. Tanner, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat. (Available in the Sanitary Engineer Department).

The purchase price of said Easement is One (1) sanitary sewer capacity fee (\$5,900.00), and \$2,250.00 for tree reimbursement upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before July 1, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$8,150.00 to Robert E. Tanner.

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

RESOLUTION NO. 03-796

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND MOLLY M. FOSTER:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 23rd day of June 2003, by and between Molly M. Foster, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat. (Available in the Sanitary Engineer Department).

The purchase price of said Easement is One (1) sanitary sewer capacity fee (\$5,900.00), and \$1,350.00 for tree reimbursement upon the execution of the Deed of Easement.

In addition, if any of the existing coniferous (pine) trees within the temporary or permanent easements are damaged or die because of the sewer installation up to one year after the installation of the sewer on the SELLER'S property as detailed on the attached Plat, the BUYER agrees to reimburse the SELLER at a rate of \$700 dollars per tree.

This transaction is to be closed at the SELLERS convenience, on or before July 1, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$7,250.00 to Molly M. Foster.

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

RESOLUTION NO. 03-797

IN THE MATTER OF ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LOCAL 3072 AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adopt the collective bargaining agreement between the Delaware County Commissioners And Local 3072 And American Federation Of State, County And Municipal Employees, Ohio Council 8 AFL-CIO.

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

RESOLUTION NO. 03-798

IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

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

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT
10011102-5801 General Fund/Transfers	20411305-4601 Dog & Kennel/Interfund Transfer	\$ 100,000.00
10011102-5801 General Fund/Transfers	21511307-4601 EMA/Interfund Transfer	\$ 30,000.00
10012301-5801 Victims Assistance/Transfers	23612302-4601 VOCA Grant/Transfer	\$ 16,000.00

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

RESOLUTION NO. 03-799

IN THE MATTER OF APPOINTING ADDITIONAL REPRESENTATIVES TO AND RECOGNIZING THE RESIGNATION OR OTHER WITHDRAWAL OF REPRESENTATIVES THE TWENTY-TWENTY PLANNING ADVISORY COMMITTEE:

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

WHEREAS, In August 1996, a citizens Planning Advisory Committee was formed to develop a long-range plan to address Delaware County's capital improvement needs, and

WHEREAS, This committee solicited volunteers from the community to assist with the preparation of this report, and

WHEREAS, The Delaware County Commissioners would like to add additional members to the Twenty-Twenty Committee, and

WHEREAS, some existing members of the Twenty-Twenty Committee have requested removal from the

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2003**

committee for personal reasons,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio that the Delaware County Board of Commissioners adds the following appointments to the current Twenty-Two Planning Advisory Committee:

Roger Van Sickle	Janet Brenneman	Jan Antonoplos	Arthur Trevehan, Jr.
Betty Porter	Roy Jackson	Frances Veverka	

FURTHER BE IT RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio that the following currently appointed members be removed from the Twenty-Two Planning Advisory Committee by personal request or other necessity:

Jean Hatfield	Walter Liddle	Cecil Robinson
Bob Singer	Dale Wilgus	

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

Nick Fellers-Turning Point Presentation

Leanne Stiers-Court Services Director Union County-Juvenile Detention Reform

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners