

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 3, 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

- 10:00 AM Bid Opening Date And Time For The Project Known As The Orange Township Hall Relocation (50 Channing Street)**
- 1:30 PM Viewing For Consideration Of A Ditch Petition Filed By Patricia E. Rudolph For The Lake Forest Way Residents Association**
- 7:30 PM Continuation Of Public Hearing To Consider Making The Roads In Highland Lakes East Section 4, Parts 2-5 Public Roads**

PUBLIC COMMENT

Commissioner Jim Ward- After a meeting in New York with Moody’s Investors Service and Standard And Poor’s, Delaware County’s Bond rating has been updated from a Double A-2 to a Double A-1.

Plant Tribute Presentation

RESOLUTION NO. 03-1401

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING SEPTEMBER 24TH AND 25TH, 2004 “ATPA WORLD FINALS WEEKEND” IN THE COUNTY OF DELAWARE STATE OF OHIO:

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

WHEREAS; The Board of Directors of the Delaware County Agricultural Society have entered into an agreement with the American Tractor Pullers Association (ATPA).

WHEREAS; The ATPA is the largest professional sanctioning body of pulling events in the world, with a long history of entertaining fans in the support of Tractor and Truck Pulling throughout North America.

WHEREAS; The ATPA has agreed to stage the Grand American Series World Finals for 2004 and beyond in the County of Delaware, State of Ohio.

WHEREAS; Six World Champions will be Crowned in the sport of Tractor And Truck Pulling.

WHEREAS; The ATPA Grand American Series World Finals will be held during the Delaware County Fair September 24th and 25th, 2004.

WHEREAS; The Delaware County Fair, home of the Little Brown Jug, will be home and host to a second world class event.

BE IT RESOLVED, By the Board of Commissioners of the County of Delaware, State of Ohio the dates of September 24th And 25th, 2004 be declared “ATPA World Finals Weekend” In The County Of Delaware State Of Ohio in honor of this prestigious event.

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

PRESENTATION-DELAWARE COUNTY HISTORICAL SOCIETY

RESOLUTION NO. 03-1402

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 30, 2003 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held October 30, 2003 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-1403

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1030:

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It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR1030 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Emerald Farm Ltd.	Easement Acquisition	65511918-5401	\$ 47,500.00
FREA LLC	Easement Acquisition	65511918-5401	\$ 5,000.00
Patricia Gehrkens	Easement Acquisition	65511918-5401	\$ 29,700.00
Central OH Mental Health Center	Mental Health Assessments	25822305-5342	\$ 20,800.00

Vouchers

US Postal Service	Postal Services	10011105-5331	\$ 19,500.00
B & C Communications	9-1-1 Remodeling Project	21411306-5450	\$ 5,981.50
Sellers Electric Co.	9-1-1 Remodeling Project	21411306-5410	\$ 8,900.00

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

RESOLUTION NO. 03-1404

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY RICHARD PALMER (TRUSTEE) FOR THE ORCHARD LAKES PHASES 1-2-3 SUBDIVISION DITCH:

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

WHEREAS, on this 3rd day of November, 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 signed by Richard Palmer (trustee) and other petitioners, to:

1. Replace, repair or alter the existing improvements as required in The Orchard Lakes Phases 1-2-3 Subdivision.
2. To maintain these improvements.

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 **12th day of January, 2004, at 1:00 PM** at 6704 Seckel Drive Westerville, Ohio 43082, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **2nd day of February, 2004, at 7:30 P.M.** at the Office of the Board of County Commissioners 101 North Sandusky Street, 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. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-1405

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY BERLIN TOWNSHIP TRUSTEE DENNIS C. FISHER AND OTHERS FOR THE MCNAMARA WATERSHED #582 DITCH:

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

WHEREAS, on this 3rd day of November, 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 signed By Berlin Township Trustee Dennis C. Fisher and other petitioners, to:

1. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, or altering existing improvements as required and/or creating new surface and subsurface drainage mains or laterals as requested of this petition

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of

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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 **12th day of January, 2004, at 2:30 PM** at the corner of Piatt Road and Shanahan Road (East end of Shanahan and South end of Piatt), be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **1st day of March, 2004, 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 Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-1406

SETTING TIME AND DATE FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE THE ALLEY ABUTTING THE PROPERTY LOCATED AT 15186 HARTFORD ROAD TRENTON TOWNSHIP, SUNBURY, OHIO 43074:

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

Whereas on October 24, 2003, the Delaware County Commissioners received a request filed by Kelley Harbin requesting to vacate the alley abutting the property located at 15186 Hartford Road Trenton Township, Sunbury, Ohio.

Therefore be it Resolved, the Delaware County Commissioners will on **Monday, December 15, 2003, at 1:30PM** view the proposed vacation.

Further Be It Resolved, on **Monday February 2, 2004, at 8:00PM** a Public Hearing will be held to consider said vacation at the Office of the Board of County Commissioners 101 North Sandusky Street, Delaware, Ohio.

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

RESOLUTION NO. 03-1407

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN ADDRESS CORRECTION FROM LIQUOR CONTROL FOR A LIQUOR LICENSE PERMIT FOR CHIPOTLE MEXICAN GRILL OF COLORADO LLC. DBA CHIPOTLE:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that the correct address for Chipotle Mexican Grill of Colorado LLC. DBA Chipotle is 8695 Owenfield Road Orange Township, Columbus, Ohio 43240 and not the 8711 Owenfield Road as shown on the original notice sent to the local legislative authority, and

Whereas, the Ohio Division of Liquor Control has determined that the corrected street address does not involve any geographical or physical change in the actual location and that the only action required is the changing of records to correspond with the corrected address.

Therefore Be it Resolved, The Clerk of the Board shall change the official records to correspond with the corrected address.

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

RESOLUTION NO. 03-1408

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Department is requesting that Tim Boland attend a Youth Development Conference in Chicago, Illinois November 20 to 21, 2003, at the cost of \$432.00.

The Commissioners Office is requesting that Jennifer Walraven and Letha George attend a CCAO Clerks Meeting in Columbus, Ohio December 2, 2003, at the cost of \$31.20.

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The Commissioners Office is requesting that Kris Jordan, Debbie Martin and Jim Ward attend the CCAO Winter Conference in Columbus, Ohio November 30 to December 3, 2003, at the cost of \$745.00.

The Administrative Services Department is requesting that Steve Savon attend a County Loss Control Coordinators Meeting in Columbus, Ohio December 2, 2003, at the cost of \$60.00.

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

RESOLUTION NO. 03-1409

7:30 PM RECONVENING THE PUBLIC HEARING TO CONSIDER MAKING THE ROADS IN HIGHLAND LAKES EAST SECTION 4, PARTS 2-5 PUBLIC ROADS:

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

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

RESOLUTION NO. 03-1410

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO CONSIDER MAKING THE ROADS IN HIGHLAND LAKES EAST SECTION 4, PARTS 2-5 PUBLIC ROADS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to close the Hearing at 7:45PM.

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

RESOLUTION NO. 03-1411

IN THE MATTER OF DECLARING THE INTENT OF THE DELAWARE COUNTY COMMISSIONERS TO MAKE THE PRIVATE STREETS IN THE HIGHLAND LAKES EAST SECTION 4 PARTS 2-5 SUBDIVISION PUBLIC STREETS:

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

Whereas, streets in Highland Lakes East Section 4, Parts 2-5 were constructed under the Delaware County Engineer's Office standards, and

Whereas, streets in Highland Lakes East Section 4, Parts 2-5 were platted as private streets, and

Whereas, a request has been made to accept streets in Highland Lakes East Section 4, Parts 2-5 as public streets under Genoa Township maintenance, and

Whereas, the County Engineer has inspected the streets in Highland Lakes East Section 4, Parts 2-5 and has prepared a list of items that should be corrected prior to any streets within this subdivision being made public and turned over to Genoa township, and

Whereas, the Board wishes to have Genoa township review and have input to the recommendations of the County Engineer, and

Whereas, it is understood that the expense of meeting these standard is solely the private expense of the owners and not a county expense.

Therefore Be It Resolved That, if the list of the Delaware County Engineer standards is completed at the sole cost of the private owners and reviewed by the Township trustees, it is the intent of the Board of Delaware County Commissioners to grant the request to accept the private streets in the Highland Lakes East Section 4 Parts 2-5 Subdivision as Public Streets.

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

RESOLUTION NO. 03-1412

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR EAGLE TRACE SECTION 3, PHASE 2:

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

Eagle Trace Section 3, Phase 2

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The roadways to be accepted are as follows:

- An addition of 0.21 mile to **Township Road Number 972, Danbridge Way**
- An addition of 0.04 mile to **Township Road Number 1317, Beringer Drive**
- An addition of 0.03 mile to **Township Road Number 1379, Talon Circle**

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

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

RESOLUTION NO. 03-1413

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR EAGLE TRACE SECTION 3, PHASE 2:

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

Stop Conditions –Eagle Trace Section 3, Phase 2

- On Township Road Number 1317, Beringer Drive, at its intersection with Township Road Number 972, Danbridge Way
- On Township Road Number 1379, Talon Circle, at its intersection with Township Road Number 972, Danbridge Way

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

RESOLUTION NO. 03 -1414

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

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

Permit #	Applicant	Location	Type of Work
U03151	Columbia Gas	Harbor Pointe Section 4	Install gas main
U03152	Columbia Gas	Lanes End Subdivision	Install gas main
U03153	Consolidated Electric	Blue Church Road	Set new pole
U03171	Consolidated Electric	Burnt Pond Road	Set new pole
U03172	Columbia Gas	Woodland Glen	Install gas main
U03173	Columbia Gas	The Commons of Powell	Install two tapping tees

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

RESOLUTION NO. 03-1415

IN THE MATTER OF APPROVING THE CHANGE ORDER WITH THE RUHLIN COMPANY AND BURGESS AND NIPLE FOR THE HOME ROAD BRIDGE PROJECT:

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

Change to contract price

Original contract price:	\$ 9,403,808.95
Current contract price adjusted by previous change order:	\$ 9,406,675.20
The contract price due to this change order will be decreased by:	<u>(\$ 234,632.54)</u>
The new Contract Price including this change order will be:	\$ 9,172,042.66

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

RESOLUTION NO. 03-1416

IN THE MATTER OF SELLING PERSONAL PROPERTY, WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION:

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

WHEREAS, Delaware County Board of Commissioners has determined that each year the county has surplus property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete

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or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (C) allows the sale of such property by internet auction;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, declares its intent to sell such property by internet auction and adopt the following:

Delaware County

General Terms and Conditions for
Online Surplus Property Disposition

Delaware County hereby creates the following rules pursuant to Ohio Revised Code 307.12:

1. The Delaware County Board of Commissioners has determined that surplus personal property including motor vehicles acquired for the use of County Officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction.
2. By resolution dated November 3rd, 2003 The Board of Commissioners of Delaware County has declared its intent to sell property through the Internet.
3. The auctions shall be conducted on a continuous basis through accessing the Delaware County surplus property through the Delaware County website located at www.co.delaware.oh.us.
4. The surplus property will first be listed under Delaware County online classified section of the Internet presence for at least 30 days in order that political jurisdictions from within Delaware County can choose to identify such property to acquire at the place identified in the classified listing at no cost.
5. If the property is not acquired in the first 30 days of listing in the online classified section then the property will transferred to the live auction listing for a period of no less than 15 days, including Saturdays, Sundays, and legal holidays, but such time may be extended at the discretion of the Board or its representative in order to maximize the financial return to the County.
6. The Board or its representative on an item-by-item basis may determine minimum price or reserve price and the terms or conditions of sale, including but not limited to requirements for pickup and/or delivery, method of payment, and payment of sales tax in accordance with applicable laws for that item. Such information shall be available on the website.
7. Each item sold is sold "as is" and "where is". Delaware County makes no warranties, whether expressed or implied, or representation regarding any surplus sold.
8. The highest bid for the surplus property will prevail. However Delaware County reserves the right for its representative to withdraw the offer or cancel bids in an auction if one or more of the following circumstances apply:
 - a. It is determined that an auction shall be canceled or terminated early,
 - b. A bidder requests permission to back out of a bid,
 - c. The identity of the bidder cannot be verified, or
 - d. It is determined that a bidder is purchasing the surplus for a use contrary to the health and welfare of Delaware County or its citizens.
9. The Board or its representative will direct the highest bidder where to pick up the surplus property and at what item through email notification or notification placed on the auction site.
10. The Board of Commissioners has contracted with LightGov to provide the software necessary for completing the Internet auction.
11. The Board will advertise in a newspaper of general circulation after adoption of any resolution of its intent to sell surplus property by internet auction and will post a second notice 15 days after the publication of such first notice in the same newspaper of general circulation. In addition the County will publish in the month of January, April, July and October the existence of the online auction.
12. The County will also post a notice of such Internet auction in a conspicuous place and on a continuous basis and in the offices of the Board of County Commissioners and the County Auditor.
A notice will appear continuously on the County's website that surplus property is available through Internet auction.

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

RESOLUTION NO. 03-1417

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS FAITH CATT, REGINA DUNHAM, SHEILA MARCUM AND DIANNA FIELDS:

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

Child Care		Basic Rates Full Time (25 Hrs. or	Basic Rates Part Time (Less than 25 Hrs.)	Adjustment to Basic Rates
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		More)		
Faith Catt 135 Lofton Circle Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50		None
Regina Dunham 60 Tanglewood #10 Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50		None
Sheila Marcum 4708 St. Rt. 257 South Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50		None
Dianna Fields 2272 Sommerworth Drive Columbus, Ohio 43219	Infant Toddler Preschool Schoolage	\$114.00 \$112.00 \$ 98.00 \$ 90.00	\$ 76.00 \$ 75.00 \$ 65.50 \$ 60.00	\$10.00 Activity fee \$10.00 Registration fee

(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

Further Be it Resolved that the Commissioners approve the following:

A purchase order request in the amount of \$1,000.00 to Regina Dunham.

A purchase order increase request in the amount of \$1,800.00 to Sheila Marcum.

A purchase order increase request in the amount of \$500.00 to Diana Fields.

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

RESOLUTION NO. 03-1418

IN THE MATTER OF APPROVING THE EXTENSION OF THE DELAWARE COUNTY'S HOUSING IMPROVEMENT PROGRAM (DCHIP) FOR 2003:

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware Comprehensive Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County Commissioners approved the use of the Revolving Loan Fund in the amount of \$350,000 on December 30, 2002, Resolution No. 02-1649 to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, the County has completed 11 Rental Rehab units, which is 9 units over the County 's goal; and

WHEREAS, the County has completed 2 Private Rehab units, and has 2 Private Rehab units under construction and 1 unit out to bid, and

WHEREAS, DCHIP had 4 Private Rehab units declared walk-aways due to the cost to each unit was over the amount allowed by the Ohio Department of Development.

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

SECTION I. The Delaware County Board of Commissioners hereby approves to extend the time to complete Delaware County Housing Improvement Program (DCHIP) from

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December 31, 2003 to June 30, 2004.

SECTION 2. That this resolution shall take effect and be in force immediately after passage

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

RESOLUTION NO. 03-1419

IN THE MATTER OF APPROVING THE REQUEST TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR AN EXTENSION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY'02 AND REVOLVING LOAN FUND (RLF) FOR SHAWNEE HILLS ROADWAY IMPROVEMENTS PROJECT:

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

WHEREAS, the Ohio Department of Development awarded \$138,000 in Fiscal Year 2002 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, funding to Delaware County through the FY'02 CDBG Formula Program, is intended to assist communities within the Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program

WHEREAS, Shawnee Hills Roadway Improvements Project was awarded CDBG FY'02 funds in the amount of \$30,000, and Delaware Revolving Loan (RLF) in the amount of \$31,000, and

WHEREAS, the County Home Road Bridge Project has delay the start of the CDBG FY'02 Shawnee Hills Road Improvements Project; and

WHEREAS, the delay to the Shawnee Hills Roadway Improvement has made it necessary to request a six month extension, and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the President of the Board as the official representative of the County FY'02 Formula CDBG program to approve a request to the Ohio Department of Development for a six month extension.

Section 2. That this resolution shall take effect and be in force immediately after passage

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

RESOLUTION NO. 03-1420

IN THE MATTER OF APPROVING THE RENAMING OF A FUND AND ORGANIZATIONAL KEYS AND SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

RENAME FUND	From	To
408	Roadway Development	Infrastructure Development
40811416	Roadway Development	Infrastructure Development
23011704	Highfield CDBG FY'97	Kintner CDBG FY'03

**ORGANIZATIONAL KEY/
SUPPLEMENTAL APPROPRIATIONS**

40811416-5301	Infrastructure Dev-Kintner	\$	6,000.00
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Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-1421

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY'S HOUSING IMPROVEMENT PROGRAM (DCHIP) PRIVATE HOUSING REHABILITATION:

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It was moved by Mrs. Martin, seconded by Mr. Jordan to approve specifications and set bid opening date and time for **Friday, November 14, 2003, at 1:00 pm.** The bid is for a single-family unit located at 101 S. Grove Street, Ashley, Ohio. This bid opening will be held at the Commissioners Hearing Room located at 101 N. Sandusky St., Delaware, Ohio.

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

RESOLUTION NO. 03-1422

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO MCDANIEL'S CONSTRUCTION FOR SHAWNEE HILLS ROADWAY IMPROVEMENTS FOR THE FY 2002 CDBG FORMULA PROGRAM:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount up to \$30,000 has been provided to Delaware County through the FY02 CDBG Formula Program, and funding in the amount up to \$31,000 has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received on October 21, 2003; and

WHEREAS, CPS Consulting, engineering firm for Shawnee Hills, has reviewed the bids received, and the bid submitted by McDaniel's Construction in the amount up to \$59,997.60 has been determined to be the lowest and best bid.

WHEREAS, the Village is responsible for the inspection cost and the project cost that exceeds the approved amount by the Delaware County Commissioners.

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

Section 1. That the Delaware County Board of Commissioners awards the bid to McDaniel's Construction to do the Roadway Improvements as approved in the FY02 CDBG Formula Grant Program for Shawnee Hills.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$30,000 from CDBG FY 02 funds, and up to \$31,000 from Delaware County Revolving Loan Fund funds towards the construction of said Roadway Improvements. This amount may be exceeded by no more than 10%, subject to review and approval of any Project change orders.

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

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

RESOLUTION NO. 03-1423

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR TARTAN FIELDS PHASE 15:

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:

Tartan Fields Phase 15 1,104 feet of 8 inch sewer 5 manholes

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

RESOLUTION NO. 03-1424

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR VINMAR FARMS AND ALUM CROSSING SECTIONS 1 AND 2:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve sanitary sewer plans for Vinmar Farms and Alum Crossing Sections 1 and 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 03-1425

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IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR WALNUT GROVE ESTATES SECTION 1, WEDGEWOOD PARK SECTION 2 AND GRAND OAK SECTION 2 PHASE B:

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

Walnut Grove Estates Section 1

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 3rd day of November 2003, by and between **Walnut Grove Estates Inc.**, as evidenced by the **Walnut Grove Estates Section 1** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$112,100.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **38** 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 (**\$182,500.00**) 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 **\$12,800.00**, 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 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

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installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Wedgewood Park Section 2

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

THIS AGREEMENT executed on this 3rd day of November 2003, by and between Virginia Homes, LTD., SUBDIVIDER, as evidenced by the Wedgewood Park 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, \$362,120.20, representing the payment of fifty percent (50%) of the capacity charges then in effect plus a Surcharge of \$2621.08 for each single family residential connection, for 65 equivalent single family residential connections.

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 (\$255,004.50) 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 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

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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 \$10150, 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 \$20,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Grand Oak Section 2 Phase B

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 3rd day of November 2003, by and between Centex Homes, Inc., SUBDIVIDER, as evidenced by the **Grand Oak Section 2, Phase B** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware

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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 \$97,350.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 33 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 (\$61,225.36) 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 \$5,000.00, 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, 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.

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(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. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners