

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 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

- 1:00 PM Bid Opening Date And Time For Village Of Shawnee Hills FY'02 Roadway Improvements (Bid Opening Will Be Held At Shawnee Hills Municipal Hall Building Located At 40 W. Reindeer Dr., Shawnee Hills, Ohio.)
- 7:30 PM Public Hearing # 1 For Consideration Of The Coomer Joint County Ditch Petition Filed By William Thurston And Others
- 8:00 PM Continuation Of Public Hearing To Consider Making The Roads In Highland Lakes East Section 4, Parts 2-5 Public Roads
- 8:30 PM Reconvening Of Public Hearing For A Zoning District Change From Farm Residential District (FR-1) To Planned Institutional (PINS) For A 7.134-Acre Tract In Radnor Township Owned By Trustees Of Delaware Church Of Christ

PUBLIC COMMENT

RESOLUTION NO. 03-1256

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 25, 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 September 25, 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. 03-1257

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0926:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0926 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Accent Communications Inc.	Installation of Secondary Grounding	21411306-5333	\$ 3,376.53
Accent Communications Inc.	Installation of Secondary Grounding	10011304-5333	\$ 3,376.52
Increases			
AEP	Utility	66011913-5338	\$ 4,500.00
Bonded	Chemical OECC	65211905-5290	\$ 3,000.00
Villa Angela Care Center	Cluster Residential	22511608-5342	\$ 30,025.00
Vouchers			
Prudential Group Life & Dis.	September Premium	60211902-5370	\$ 5,337.20
Marathon Ashland Petroleum	Fuel/Facilities Management	10011106-522822801	\$ 5,533.43
Defense Tech. Corp of Am.	Fire 1 PPE	21511309-5260	\$ 28,457.52
	Fire 1 PPE	21511310-5260	\$ 14,156.48
Prudential Group Life & Dis.	June Premium	60211902-5370	\$ 5,242.41
3 SG Corporation	Imaging	40411413-5450	\$ 11,265.39
Weller & Associates Inc.	Assessment Survey	65511918-5301	\$ 14,341.80
JWC Environmental	Repair Parts for Alum Creek	65111919-527027010	\$ 5,903.88
Child Care Unlimited	Child Care	22411606-5348	\$ 8,184.00
Del Co Family Children First	Help Me Grow Program	22411601-5301	\$ 17,526.29

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

RESOLUTION NO. 03-1258

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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

The Department of Job and Family Services is requesting that Lee Hayes attend a Family Centered Training in Columbus, Ohio November 6 to 7, 2003, at the cost of \$160.00.

The Department of Job and Family Services is requesting that Rhonda Leasure attend a Career Pathways Summit in Cincinnati, Ohio October 2 to 3, 2003, at the cost of \$140.00.

The Department of Job and Family Services is requesting that Barb Minnick and Marty Starkey attend a PET User Group Training (Software) in Newark, Ohio September 29 to 30, 2003, at the cost of \$140.00.

The Administrative Services Department is requesting that Terry Lyn Conant attend a Compassion Fatigue Seminar in Reynoldsburg, Ohio September 19, 2003, at no cost.

The Emergency Services Department is requesting that Larry Fisher attend a Wireless Tower Conference in Las Vegas, Nevada October 27 to 30, 2003, at the cost of \$1,798.73.

The Economic Development Department is requesting that Tim Boland attend an Economic Development Finance Forum in Columbus, Ohio October 7, 2003, at the cost of \$139.00.

The Economic Development Department is requesting that Tim Boland attend an International Economic Development Session in Columbus, Ohio October 23 to 24, 2003, at the cost of \$369.00.

The Economic Development Department is requesting that Tim Boland attend an Ohio Development Association Economic Summit in Dublin, Ohio October 16 to 17, 2003, at the cost of \$233.00.

The Engineer's Office is requesting that Chris McGrew attend a Maintenance Management Seminar in Columbus, Ohio October 20 to 21, 2003, at the cost of \$875.00.

The Engineer's Office is requesting that Chris McGrew and Ron Ford attend a 2003 Superintendent's and Mechanic's Conference in Mt. Sterling, Ohio October 22 to 23, 2003.

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

DENNY SCHOOLEY, DELAWARE AREA TRANSIT AGENCY

RESOLUTION NO. 03-1259

IN THE MATTER OF APPROVING A \$25,000.00 GRANT TO THE DELAWARE AREA TRANSIT AGENCY:

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

Whereas, the Delaware Area Transit Agency has presented a request for \$50,000.00 in funding to the Delaware County Commissioners, and

Whereas, the Delaware County Commissioners feel other municipalities and township within Delaware County should also be presented with a financial support request from the Delaware Area Transit Agency, and

Whereas, the Delaware County Commissioners have agree to present the Delaware Area Transit Agency with a \$25,000.00 grant,

Therefore Be It Resolved, that the Delaware County Commissioners approve the following:

SUPPLEMENTAL APPROPRIATION		Amount
10011102-5801		
Commissioners General/Transfer		\$25,000.00
TRANSFER OF FUNDS		
From:	To:	
10011102-5801	72291901-4601	\$25,000.00
Commissioners General/Transfer	DATA Trans Board/Revenue	

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

RESOLUTION NO. 03-1260

IN THE MATTER OF APPROVING A CONTRACT WITH OHIO PRISON INSTITUTE FOR REMODELING

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003

MEDIC STATION 1 AND A SUPPLEMENTAL APPROPRIATION FOR THE PURCHASE OF FURNITURE:

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

WHEREAS, Medic Station 1 meets few of the standards set at our other medic facilities; and,

WHEREAS, it is expected that this station will remain in service for the foreseeable future; and,

WHEREAS, there is provision for the County to utilize the resources of the Ohio Prison Institute (OPI) Industrial Training Program to provide construction services for remodeling this station to improve the standards of living;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract with OPI to remodel Medic Station 1 at a cost of \$84,150.00. Services will include labor, material, equipment, Architecture and Engineering and permits.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve a supplemental appropriation of \$6,000.00 from the Emergency Services Capital Fund, 40211420-5255 for the purchase of furniture for this project.

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

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

RESOLUTION NO. 03-1261

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR VILLAGE AT KINSALE CONDOS AND SCIOTO RESERVE SECTION 4 PHASE 10:

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:

Village At Kinsale Condos	1,501 feet of 8 inch sewer	7 manholes
Scioto Reserve Section 4 Phase 10	3,243 feet of 8 inch sewer	14 manholes

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

RESOLUTION NO. 03-1262

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR MCCAMMON CHASE SECTION 2; MCCAMMON CHASE SECTION 3; ESTATES OF GLEN OAK SECTION 3 PHASE A; ESTATES OF GLEN OAK SECTION 3 PHASE B; SHORES SECTION 13 AND MEADOWS AT HARVEST WIND:

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

McCammom Chase Section 2

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

THIS AGREEMENT executed on this 29th day of September 2003, by and between ALUM CREEK, INC., as evidenced by the MCCAMMON CHASE 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 \$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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

letter of credit, or other approved financial warranties equal to the cost of construction (\$79,821.32) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$6,300.00, 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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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.

McCammon Chase Section 3

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

THIS AGREEMENT executed on this 29th day of September 2003, by and between ALUM CREEK, INC., as evidenced by the MCCAMMON CHASE SECTION 3 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 \$64,900.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 22 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 (\$47,725.09) 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 \$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 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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.

Estates of Glen Oak Section 3 Phase A

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

THIS AGREEMENT executed on this 29th day of September 2003, by and between Dominion Homes, Inc., SUBDIVIDER, as evidenced by the **Estates of Glen Oak Section 3 Phase A**, Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$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 (\$66,145.00) 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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 \$5,291.60, 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.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

Estates of Glen Oak Section 3 Phase B

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

THIS AGREEMENT executed on this 29th day of September 2003, by and between Dominion Homes, Inc., SUBDIVIDER, as evidenced by the **Estates of Glen Oak Section 3 Phase B**, 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 \$76,700.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 26 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 (\$63,670.00) 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 \$5,093.60, 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.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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.

Shores Section 13

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

THIS AGREEMENT executed on this 29th day of September 2003, by and between EVERGREEN LAND COMPANY, as evidenced by the SHORES SECTION 13 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 \$59,000.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 20 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 (\$55,107.30) 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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 \$4,400.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

Meadows at Harvest Wind

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

THIS AGREEMENT executed on this 29th day of September 2003, by and between Meadows at Harvest Wind, LLC. SUBDIVIDER, as evidenced by the Meadows at Harvest Wind 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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 (\$100,633.31) 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 \$8,000.00, 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.
- (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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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

RESOLUTION NO. 03-1263

IN THE MATTER OF APPROVING ESCROW AGREEMENTS BETWEEN ALUM CREEK, INC.; SWENEY CARTWRIGHT & COMPANY AND THE DELAWARE COUNTY COMMISSIONERS FOR MCCAMMON CHASE SECTION 2 AND MCCAMMON CHASE SECTION 3:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the following Escrow Agreements Between Alum Creek, Inc.; Sweney Cartwright & Company And The Delaware County Commissioners.

Sweney Cartwright & Company for McCammon Chase Section 2

ESCROW AGREEMENT

This agreement is entered into at Delaware, Ohio this 29th day of September, 2003, by and between **Alum Creek, Inc.** an Ohio corporation (hereinafter referred to as "Alum Creek"), **Sweney Cartwright & Company**, (hereinafter referred to as "Sweney"), and the Delaware County Board of Commissioners, (hereinafter referred to as "County"), witnesseth:

Whereas Alum Creek and County have entered into a Subdivider's Agreement providing for the construction of certain improvements instant to the construction of sanitary sewers in the **McCammon Chase Subdivision Section 2**, which improvements shall be owned by the County and

Whereas Alum Creek desires to insure the County that funds will be available to provide for the maintenance of said improvements according to the terms of the Subdivider's Agreement, and

Whereas the estimated costs of the maintenance of those improvements by such Subdivider's Agreement are **eight Thousand & 00/100 dollars (\$8,000)**, and

Whereas Alum Creek has agreed to place in escrow with Sweney the marketable securities and funds as described in Exhibit A, attached hereto and incorporated herein by reference, and

Whereas Sweney has agreed to hold as Escrow Agent said marketable securities and funds according to the terms set forth herein, and

Whereas Alum Creek has agreed to pay all fees or charges to Sweney for services rendered,

It is therefore agreed by and between the parties as follows:

- 1) **Creation of Escrow:** Upon execution of this Agreement by all parties, Alum Creek shall deposit with Sweney as Escrow Agent pursuant to the terms and conditions of this agreement the marketable securities as described in Exhibit A having a market value on the date of this Agreement of no less than **eight Thousand & 00/100 dollars (\$8,000)**. Such marketable securities shall have attached thereto a duly executed irrevocable power authorizing the subsequent transfer of said securities pursuant to the terms of this agreement. All amounts deposited and held pursuant to this agreement shall be held by Sweney in account **#009-00048-13**.
- 2) **Disbursements by Escrow Agent:** Sweney shall hold said marketable securities until it receives a resolution from the County to deliver said securities to the person or persons named in such resolution.
- 3) **Investment of Escrow Securities:** Upon the maturity of any of the marketable securities contained within the escrow during the term of this Agreement, Sweney shall reinvest the proceeds at the sole discretion of Alum Creek, providing however that all such replacement

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

securities shall be of such type and quality so as not to reduce the market value of the escrow below the value as specified in Section 1 above.

- 4) **Duration of Escrow:** This Agreement and the escrow created herewith shall continue until September 7, 2004. At that date, any funds still within the escrow account shall be released to Alum Creek.
- 5) **Closing of Escrow:** At such time as Sweney delivers all of the securities and funds contained within the escrow pursuant to the resolution from the County as specified in Section 2 above, this Escrow agreement will terminate.
- 6) **Liability of Escrow Agent:** Sweney shall not be liable for any action it may take or fail to take as Escrow Agent hereunder while its conduct is in good faith based upon this agreement.
- 7) **Notices:** Any notices required or desired to be given by any party may be given by mailing it to the party to be notified, postage prepaid, certified United States Mail, return receipt requested, as follows:

As to County: Delaware County Commissioners
101 North Sandusky Street
Delaware, Oh. 43015

As to Alum Creek, Inc.: Alum Creek, Inc.
1349 Cameron Avenue
Lewis Center, Ohio 43035

As to Sweney Sweney Cartwright & Company
17 South High Street, Suite 300
Columbus, Ohio 43215
Attn: George Geissbuhler

- 8) **Successors:** This Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto, however this Agreement is not assignable by any party without the prior written consent of all the other parties.

Modification: This Agreement contains the entire understanding among the parties and supersedes all prior understanding or agreements between them regarding the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless in writing and signed by each of the parties.

Sweney Cartwright & Company for McCammon Chase Section 3

ESCROW AGREEMENT

This agreement is entered into at Delaware, Ohio this 29th day of September, 2003, by and between **Alum Creek, Inc.** an Ohio corporation (hereinafter referred to as "Alum Creek"), **Sweney Cartwright & Company**, (hereinafter referred to as "Sweney"), and the Delaware County Board of Commissioners, (hereinafter referred to as "County"), witnesseth:

Whereas Alum Creek and County have entered into a Subdivider's Agreement providing for the construction of certain improvements instant to the construction of sanitary sewers in the **McCammon Chase Subdivision Section 3**, which improvements shall be owned by the County and

Whereas Alum Creek desires to insure the County that funds will be available to provide for the maintenance of said improvements according to the terms of the Subdivider's Agreement, and

Whereas the estimated costs of the maintenance of those improvements by such Subdivider's Agreement are **Forty Eight Thousand & 00/100 dollars (\$48,000)**, and

Whereas Alum Creek has agreed to place in escrow with Sweney the marketable securities and funds as described in Exhibit A, attached hereto and incorporated herein by reference, and

Whereas Sweney has agreed to hold as Escrow Agent said marketable securities and funds according to the terms set forth herein, and

Whereas Alum Creek has agreed to pay all fees or charges to Sweney for services rendered,

It is therefore agreed by and between the parties as follows:

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003

1. Creation of Escrow: Upon execution of this Agreement by all parties, Alum Creek shall deposit with Sweney as Escrow Agent pursuant to the terms and conditions of this agreement the marketable securities as described in Exhibit A having a market value on the date of this Agreement of no less than **Forty Eight Thousand & 00/100 dollars (\$48,000)**. Such marketable securities shall have attached thereto a duly executed irrevocable power authorizing the subsequent transfer of said securities pursuant to the terms of this agreement. All amounts deposited and held pursuant to this agreement shall be held by Sweney in account #009-00047-14.

2. Disbursements by Escrow Agent: Sweney shall hold said marketable securities until it receives a resolution from the County to deliver said securities to the person or persons named in such resolution.

3. Investment of Escrow Securities: Upon the maturity of any of the marketable securities contained within the escrow during the term of this Agreement, Sweney shall reinvest the proceeds at the sole discretion of Alum Creek, providing however that all such replacement securities shall be of such type and quality so as not to reduce the market value of the escrow below the value as specified in Section 1 above.

4. Duration of Escrow: This Agreement and the escrow created herewith shall continue until September 7, 2004. At that date, any funds still within the escrow account shall be released to Alum Creek.

5. Closing of Escrow: At such time as Sweney delivers all of the securities and funds contained within the escrow pursuant to the resolution from the County as specified in Section 2 above, this Escrow agreement will terminate.

6. Liability of Escrow Agent: Sweney shall not be liable for any action it may take or fail to take as Escrow Agent hereunder while its conduct is in good faith based upon this agreement.

7. Notices: Any notices required or desired to be given by any party may be given by mailing it to the party to be notified, postage prepaid, certified United States Mail, return receipt requested, as follows:

As to County:	Delaware County Commissioners 101 North Sandusky Street Delaware, Oh. 43015
As to Alum Creek, Inc.:	Alum Creek, Inc. 1349 Cameron Avenue Lewis Center, Ohio 43035
As to Sweney	Sweney Cartwright & Company 17 South High Street, Suite 300 Columbus, Ohio 43215 Attn: George Geissbuhler

8. Successors: This Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto, however this Agreement is not assignable by any party without the prior written consent of all the other parties.

9. Modification: This Agreement contains the entire understanding among the parties and supersedes all prior understanding or agreements between them regarding the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless in writing and signed by each of the parties.

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

RESOLUTION NO. 03-1264

IN THE MATTER OF APPROVING AN ESCROW AGREEMENT BETWEEN TRUBERRY SCIOTO RESERVE, LLC.; SWENEY CARTWRIGHT & COMPANY AND THE DELAWARE COUNTY COMMISSIONERS FOR THE POINTE AT SCIOTO RESERVE PHASE 2:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following Escrow Agreement Between Truberry Scioto Reserve, LLC.; U.S. Bank National Association And The Delaware County Commissioners.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

U.S. Bank National Association For The Pointe At Scioto Reserve Phase 2

ESCROW AGREEMENT

This agreement is entered into at Delaware, Ohio this 29th day of September, 2003, by and between Truberry Scioto Reserve, LLC an Ohio corporation (hereinafter referred to as " Truberry "), U.S. Bank National Association, (hereinafter referred to as " U.S. Bank "), and the Delaware County Board of Commissioners, (hereinafter referred to as "County"), witnesseth:

Whereas Truberry and County have entered into a Subdivider's Agreement providing for the construction of certain improvements instant to the construction of sanitary sewers in the The Pointe At Scioto Reserve Phase 2 ,which improvements shall be owned by the County and

Whereas Truberry desires to insure the County that funds will be available to provide for the maintenance of said improvements according to the terms of the Subdivider's Agreement, and

Whereas the estimated costs of the maintenance of those improvements by such Subdivider's Agreement are **Twelve Thousand Two Hundred Seventy Five & 00/100 dollars (\$12,275.80)**, and

Whereas Truberry has agreed to place in escrow with U.S. Bank the marketable securities and funds as described in Exhibit A, attached hereto and incorporated herein by reference, and

Whereas U.S. Bank has agreed to hold as Escrow Agent said marketable securities and funds according to the terms set forth herein, and

Whereas Truberry has agreed to pay all fees or charges to U.S. Bank for services rendered,

It is therefore agreed by and between the parties as follows:

1. Creation of Escrow: Upon execution of this Agreement by all parties, Truberry shall deposit with U.S. Bank as Escrow Agent pursuant to the terms and conditions of this agreement the marketable securities as described in Exhibit A having a market value on the date of this Agreement of no less than **Twelve Thousand Two Hundred Seventy Five & 00/100 dollars (\$12,275.80)**, Such marketable securities shall have attached thereto a duly executed irrevocable power authorizing the subsequent transfer of said securities pursuant to the terms of this agreement. All amounts deposited and held pursuant to this agreement shall be held by U.S. Bank in account #**330190228305**.

2. Disbursements by Escrow Agent: U.S. Bank shall hold said marketable securities until it receives a resolution from the County to deliver said securities to the person or persons named in such resolution.

3. Investment of Escrow Securities: Upon the maturity of any of the marketable securities contained within the escrow during the term of this Agreement, U.S. Bank shall reinvest the proceeds at the sole discretion of Truberry, providing however that all such replacement securities shall be of such type and quality so as not to reduce the market value of the escrow below the value as specified in Section 1 above.

4. Duration of Escrow: This Agreement and the escrow created herewith shall continue until June 17, 2008. At that date, any funds still within the escrow account shall be released to Truberry.

5. Closing of Escrow: At such time as U.S. Bank delivers all of the securities and funds contained within the escrow pursuant to the resolution from the County as specified in Section 2 above, this Escrow agreement will terminate.

6. Liability of Escrow Agent: U.S. Bank shall not be liable for any action it may take or fail to take as Escrow Agent hereunder while its conduct is in good faith based upon this agreement.

7. Notices: Any notices required or desired to be given by any party may be given by mailing it to the party to be notified, postage prepaid, certified United States Mail, return receipt requested, as follows:

As to County:	Delaware County Commissioners 101 North Sandusky Street Delaware, Oh. 43015
---------------	---

As to Truberry:	Truberry Scioto Reserve, LLC 370 South Fifth Street
-----------------	--

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003

Columbus, Ohio 43215

As to U.S. Bank

U.S. Bank
 175 South Third Street (4th Floor)
 Columbus, Ohio 43215
 Att: Bob Lovell

8. Successors: This Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto, however this Agreement is not assignable by any party without the prior written consent of all the other parties.

9. Modification: This Agreement contains the entire understanding among the parties and supersedes all prior understanding or agreements between them regarding the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless in writing and signed by each of the parties.

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

RESOLUTION NO. 03-1265

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE COOMER JOINT COUNTY DITCH PETITION FILED BY WILLIAM THURSTON AND OTHERS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to open the hearing at 7:33PM.

Vote on Motion:

Kristopher W. Jordan-Delaware County Commissioner	Aye
Deborah B. Martin-Delaware County Commissioner	Aye
James D. Ward-Delaware County Commissioner	Aye
Don R. Staley -Morrow County Commissioner	Aye
Olen D. Jackson- Morrow County Commissioner	Aye
Jean McClintock-Morrow County Commissioner	Absent

RESOLUTION NO. 03-1266

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE COOMER JOINT COUNTY DITCH PETITION FILED BY WILLIAM THURSTON AND OTHERS:

It was moved by Mr. Staley, seconded by Mr. Jordan to close the hearing at 8:07PM.

Vote on Motion:

Kristopher W. Jordan-Delaware County Commissioner	Aye
Deborah B. Martin-Delaware County Commissioner	Aye
James D. Ward-Delaware County Commissioner	Aye
Don R. Staley -Morrow County Commissioner	Aye
Olen D. Jackson- Morrow County Commissioner	Aye
Jean McClintock-Morrow County Commissioner	Absent

RESOLUTION NO. 03-1267

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE COOMER JOINT COUNTY DITCH PETITION FILED BY WILLIAM THURSTON AND OTHERS:

It was moved by Mr. Staley, seconded by Mrs. Martin to go forward with the project.

Whereas, on June 12, 2003, a Joint County Ditch Petition to purposed Commer Ditch was filed with the Delaware County Commissioners, and

Whereas, the Joint Board of Commissioners of Delaware County and Morrow County on September 29, 2003, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Coomer Ditch, and

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

Therefore, Be It Resolved, The Joint Board of Delaware County and Morrow County Commissioners directs the

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed Coomer Ditch (Proposal A). Said information to be presented to the Commissioners at the end of this process.

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

Vote on Motion:

Kristopher W. Jordan-Delaware County Commissioner	Aye
Deborah B. Martin-Delaware County Commissioner	Aye
James D. Ward-Delaware County Commissioner	Aye
Don R. Staley -Morrow County Commissioner	Aye
Olen D. Jackson- Morrow County Commissioner	Aye
Jean McClintock-Morrow County Commissioner	Absent

RESOLUTION NO. 03-1268

8:00 PM 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 open the Hearing at 8:16PM.

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

RESOLUTION NO. 03-1269

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO CONSIDER MAKING THE ROADS IN HIGHLAND LAKES EAST SECTION 4, PARTS 2-5 PUBLIC ROADS TO NOVEMBER 3, 2003:

It was moved by Mr. Ward, seconded by Mr. Jordan to at 9:08PM continue the public hearing to November 3, 2003 at 7:30pm.

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

RESOLUTION NO. 03-1270

8:30 PM RECONVENING THE PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL (PINS) FOR A 7.134-ACRE TRACT IN RADNOR TOWNSHIP OWNED BY TRUSTEES OF DELAWARE CHURCH OF CHRIST:

It was moved by Mr. Jordan, seconded by Mrs. Martin to open the Hearing at 9:10PM.

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

RESOLUTION NO. 03-1271

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL (PINS) FOR A 7.134-ACRE TRACT IN RADNOR TOWNSHIP OWNED BY TRUSTEES OF DELAWARE CHURCH OF CHRIST:

It was moved by Mrs. Martin, seconded by Mr. Jordan to close the Hearing at 9:18PM.

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

RESOLUTION NO. 03-1272

IN THE MATTER OF A REQUEST FOR REZONING DISTRICT CHANGE OF A 7.134 ACRE TRACT, MORE OR LESS, IN THE TOWNSHIP OF RADNOR FROM FARM RESIDENCE DISTRICT (FR-1) TO PLANNED INSTITUTIONAL (PINS) UNDER THE COUNTY ZONING RESOLUTION:

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

WHEREAS, the advertised hearing in this matter was opened on September 2, 2003 8:30PM and continued on September 29, 2003 at 8:30 PM, and

WHEREAS, all parties were given an opportunity to express their views thereto, and

WHEREAS, the appropriate review and comment by the Delaware County Regional Planning Commission was approval, and

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

WHEREAS, the Delaware County Rural Zoning Commission has recommended approval of said rezoning.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, that the following described property shall be rezoned from Farm Residence District (FR-1) To Planned Institutional (PINS) for a 7.134-acre tract located on located on the west side of State Route 203, at the northwest corner of State Route 203 and St. Rt. 37 West, in Radnor Township.

The Clerk shall send certified copies of this action to the Delaware County Regional Planning Commission and the Delaware County Zoning Department with a request to change the official maps to reflect this action. This action effective the earliest date allowable by law.

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

RESOLUTION NO. 03-1273

IN THE MATTER OF APPROVING PLATS FOR HARBOR POINTE SECTION 4 PHASE A; HARBOR POINTE SECTION 4 PHASE B; GLEN OAK SECTION 2, PHASE B; ESTATES OF GLEN OAK SECTION 2 AND WILLOW SPRINGS NORTH SECTION 2 AND DITCH MAINTENANCE PETITIONS FOR WILLOW SPRINGS NORTH SECTION 2; HARBOR POINTE SECTION 4, PHASES A & B AND VILLAGES AT ALUM CREEK SECTION 7:

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

Harbor Pointe Section 4 Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Berlin And In Farm Lot 5, Quarter Township 4, Township 4, Range 18, United States Military Lands, Containing 14.823 Acres Of Land, More Or Less, Said 14.823 Acres Being Part Of That Tract Of Land Conveyed To M/I Schottenstein Home Inc. By Deed Of Record In Official Record 12, Page 1461, Recorder's Office, Delaware County, Ohio. Cost \$51.00.

Harbor Pointe Section 4 Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Berlin And In Farm Lot 5, Quarter Township 4, Township 4, Range 18, United States Military Lands, Containing 25.106 acres of land, More or less, said 25.106 acres being Part Of That Tract Of Land Conveyed To M/I Schottenstein Home Inc. By Deed Of Record In Official Record 12, Page 1461, Recorder's Office, Delaware County, Ohio. Cost \$75.00

Glen Oak Section 2, Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Lying In Farm Lot 23, Quarter Township 2, Township 3 North, Range 18 West, United States Military District, Containing 10.145 Acres, More Or Less, Including 2.131 Acres Of Right-Of-Way Area, Said 10.145 Acres Being Out Of The 101.627 Acre Tract Conveyed To Dominion Homes, Inc. An Ohio Corporation, By Deed Of Record In Official Record 214, Page 2355, Records Of The Recorder's Office, Delaware County, Ohio. Cost \$108.00.

Estates Of Glen Oak Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 21, Quarter Township 2, Township 3, Range 18, United States Military Lands, Containing 26.140 Acres Of Land, More Or Less, Said 26.140 Acres Being A Part Of That Tract Of Land Conveyed To Dominion Homes, Inc. An Ohio Corporation, By Deeds Of Record In Official Record 217, Page 2225, And Official Record 405, Page 1972, And Robert Taek And Song Choi Ro, In Deed Book 519, Page 364, Recorder's Office, Delaware County, Ohio. Cost \$84.00.

Willow Springs North Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 2 (19.731 Acres) And Farm Lot 3 (21.177 Acres), Quarter Township 1, Township 3, Range 18, United States Military Lands, Containing 40.908 Acres Of Land, More Or Less, Said 40.908 Acres Being All Of That Tract Of Land Conveyed To M/I Schottenstein Home Inc. By Deed Of Record In Official Record 331, Page 378, Recorder's Office, Delaware County, Ohio. Cost \$180.00.

Ditch Maintenance Petition- Willow Springs North Section 2

We the undersigned owners of 40.934 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Willow Springs North Section 2** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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 **Willow Springs North Section 2** Subdivision.

The cost of the drainage improvements is \$ 263,955.50 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. Sixty (60) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,399.26 per lot. An annual maintenance fee equal to 2% of this basis \$87.99 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$5,279.40 has been paid to Delaware County.

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

Ditch Maintenance Petition-Harbor Pointe Section 4, Phases A & B

We the undersigned owners of 39.93 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as **Harbor Pointe Section 4, Phases A & B** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Harbor Pointe Section 4, Phases A & B** Subdivision.

The cost of the drainage improvements is \$118,067.00 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. Forty-two (42) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,811.12 per lot. An annual maintenance fee equal to 2% of this basis \$56.22 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,361.34 has been paid to Delaware County.

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

Ditch Maintenance Petition-Villages At Alum Creek Section 7

We the undersigned owners of 45.809 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Villages At Alum Creek Section 7** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Villages At Alum Creek Section 7** Subdivision.

The cost of the drainage improvements is \$390,535.33 and a detailed cost estimate is available at the County

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Ninety-three (93) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,199.30 per lot. An annual maintenance fee equal to 2% of this basis \$83.99 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$7,811.07 has been paid to Delaware County.

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

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

RESOLUTION NO. 03-1274

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR ESTATES OF GLEN OAK SECTION 3, PHASE A; ESTATES OF GLEN OAK SECTION 3, PHASE B AND SCIOTO RESERVE SECTION 4, PHASE 11:

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

Estates Of Glen Oak Section 3, Phase A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 29th day of September 2003, between **DOMINION HOMES** as evidenced by the **ESTATES OF GLEN OAK SECTION 3, PHASE A** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/8/03, 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 the **SUBDIVIDER** has deposited **TWENTY-EIGHT THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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

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

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

CONSTRUCTION

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

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

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

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

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

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

Estates Of Glen Oak Section 3, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 29th day of September 2003, between **DOMINION HOMES** as evidenced by the **ESTATES OF GLEN OAK SECTION 3, PHASE B** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/8/03, 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

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

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

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

CONSTRUCTION

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

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

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

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

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

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

Scioto Reserve Section 4, Phase 11

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 29th day of September, 2003 between **HOME ROAD LTD.** as evidenced by the **SCIOTO RESERVE SECTION 4, PHASE 11** 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 9/11/03, 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

RESOLUTION NO. 03-1275

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR HARVEST WIND PHASE 7, SECTION 2, PART A:

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003

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

Harvest Wind Phase 7, Section 2, Part A

The roadways to be accepted are as follows:

- An addition of 0.22 mile to **Township Road Number 1317, Beringer Drive**
- **Milford Avenue**, to be known as **Township Road Number 1368**
- **Dorchester Drive**, to be known as **Township road Number 1369**

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

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

RESOLUTION NO. 03-1276

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR HARVEST WIND PHASE 7, SECTION 2, PART A:

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

Stop Conditions –Harvest Wind Phase 7, Section 2, Part A

- On Township Road Number 1317, Beringer Drive, at its intersection with Township Road Number 1204, Centergreen Drive
- On Township Road Number 1368, Milford Avenue, at its south intersection with Township Road Number 1317, Beringer Drive
- On Township Road Number 1368, Milford Avenue, at its north intersection with Township Road Number 1317, Beringer Drive
- On Township Road Number 1369, Dorchester Drive, at its south intersection with Township Road Number 1368, Milford Avenue
- On Township Road Number 1369, Dorchester Drive, at its north intersection with Township Road Number 1368, Milford Avenue

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

RESOLUTION NO. 03-1277

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR ESTATES OF GLEN OAK SECTION 2 AND GLEN OAK SECTION 2, PHASE B:

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

Estates of Glen Oak Section 2

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 **\$504,070.25** and a Bond in that amount is available to cover the bonding of this project.

Glen Oak Section 2, Phase B

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 **\$44,730.00** and a Bond in that amount is available to cover the bonding of this project.

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

RESOLUTION NO. 03-1278

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF HOMEWOOD CORPORATION FOR CONSTRUCTION OF SCIOTO RESERVE SECTION 4, PHASE 8:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve taking action against the bond of Homewood Corporation:

Scioto Reserve Section 4, Phase 8

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003**

duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

DELAWARE COUNTY TAX YEAR 2003 FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to Be Derived from levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
General Fund	4,270,326.00		1.00	
Permanent Improvement Fund	427,033.00		0.10	
Developmental Disabilities Fund		7,830,364.00		2.10
9-1-1- Operations Fund		992,847.00		0.31
TOTAL	4,697,359.00	8,823,211.00	1.10	2.41

BE IT RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

RESOLUTION NO. 03-1282

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF APPLICATIONS FOR DOMESTIC VIOLENCE FUNDS FOR 2004 ESTIMATING AMOUNT OF FUNDS ANTICIPATED AND ALLOCATING SAME TO QUALIFIED APPLICATIONS. THIS ACTION PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

It was moved by Mrs. Martin, seconded by Mr. Jordan to acknowledge receipt of qualified applications for 2004 domestic violence funds from "Turning Point" Shelter, Marion, Ohio and "Choices" Shelter, Columbus, Ohio and to estimate the total sum to be collected in said fund in 2004 at \$ 34,000.00. Further that said funds to be allocated as follows:

- 90% of funds actually received to Turning Point, Marion, Ohio
- 10% of funds actually received to Choices, Columbus, Ohio

Said allocation based on percentage of services provided to Delaware County residents by the respective shelters in 2004. Further, the Clerk shall cause notice of this action to be sent to each of the Shelter Applicants.

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

RESOLUTION NO. 03-1283

IN THE MATTER OF APPROVING THE BID FOR RE-BID PACKAGE 1 – GENERAL TRADES (2K GENERAL CO.) FOR OFFICE RENOVATIONS, 149 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County received bids for the Re-Bid Package 1 – General Trades for Office Renovation to 149 North Sandusky Street Delaware County, Ohio on September 23, 2003. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted in the following chart has been determined to be the lowest and best bid for Office Renovation to 149 North Sandusky Street Delaware County, Ohio;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted for Office Renovation to 149 North Sandusky Street Delaware County, Ohio.

Description	Company Recommended	Amount of Contract Award including Alternates
-------------	---------------------	--

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2003

Re-Bid Package 1 –General Trades	2K General Co.	\$166,600.00
----------------------------------	----------------	--------------

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

RESOLUTION NO. 03-1284

IN THE MATTER OF APPROVING THE BIDS FOR BID PACKAGE 2 - HVAC (ALL AMERICAN HEATING AND AIR CONDITIONING); BID PACKAGE 3 - PLUMBING (RHODES HEATING AND AIR CONDITIONING, INC.); BID PACKAGE 4 - INTERIOR ELECTRIC (SIMCO ELECTRIC, INC.) FOR OFFICE RENOVATIONS TO 149 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County received bids for Office Renovation to 149 North Sandusky Street Delaware County, Ohio on August 27, 2003. And;

WHEREAS, after carefully reviewing the bids received, the bids submitted in the following chart have been determined to be the lowest and best bids for Office Renovation to 149 North Sandusky Street Delaware County, Ohio;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bids submitted for Office Renovation to 149 North Sandusky Street Delaware County, Ohio.

Description	Company Recommended	Amount of Contract Award including Alternates
Bid Package 2 – HVAC	All American Heating and Air Conditioning	\$77,943.00
Bid Package 3 – Plumbing	Rhodes Heating and Air Conditioning, Inc.	\$12,395.00
Bid Package 4 – Interior Electric	Simco Electric, Inc.	\$18,196.00

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners