

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 5, 1999**

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

James Ward , Deborah Martin, Donald Wuertz

RESOLUTION NO. 99-272

**10:00 AM - IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING
LITIGATION AT 10:00 AM:**

It was moved by Mr. Ward, seconded by Mrs. Martin to go into Executive Session.

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

RESOLUTION NO. 99-273

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:26 AM:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn out of Executive Session.

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

RESOLUTION NO. 99-274

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETING HELD MARCH 29, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, March 29, 1999.

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

PUBLIC COMMENT

Mr. & Mrs. Tom Greer of 633 Willey Road spoke to the Commissioners requesting their support in their efforts to have the law changed to outlaw leghold traps.

RESOLUTION NO. 99-275

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 238629
THROUGH 239151:**

It was moved by Mrs. Martin seconded by Mr. Ward to approve for payment warrants 238629 through 239151 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-276

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward seconded by Mrs. Martin to approve the following travel expense requests.

Administrative Services is requesting that Tom Corpora attend the spring meeting of the CLCCAO at Wright-Patterson Air force Base on April 16, 1999, in the amount of \$45.00.

Juvenile Court is requesting that Nancy Prindle, Deb Gibson & Laurie Scholz attend a conference on "The Explosive Child" at Cincinnati on April 9, 1999, in the amount of \$525.00

Commissioners are requesting that 10 County Employees attend the MORPC Annual Meeting Luncheon on April 27, 1999, in the amount of \$365.00.

Auditor is requesting that Merrill "Pinky" Sheets attend the Weight & Measures Spring Training Seminar at Reynoldsburg on April 6 through 9 in the amount of \$115.00.

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

RESOLUTION NO. 99- 277

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND

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SUPPLEMENTAL APPROPRIATIONS

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following transfer of appropriations

TRANSFER OF APPROPRIATIONS

FROM:	TO:	AMOUNT:
001-2560-020 General Fund - Common Pleas - Srvs & Chrgs	001-2560-010 General Fund - Common Pleas - Salaries	\$ 3,000.00
001-2560-020 General Fund - Common Pleas - Srvs & Chrgs	001-2560-012 General Fund - Common Pleas - PERS	\$ 25.00

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

RESOLUTION NO. 99-278

IN THE MATTER OF APPROVING UNION CONTRACTS WITH DEPUTIES' UNIT AND THE CORRECTION OFFICERS' UNIT OF THE DELAWARE COUNTY SHERIFF'S DEPARTMENT:

It was move by Mr. Ward, seconded by Mrs. Martin to approve the contracts submitted by Sheriff Myers for the Deputies' Unit and the Correction Officers' Unit of the Delaware County Sheriff's Department. Contracts on file at the Commissioner's Office 101 North Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 99- 279

IN THE MATTER OF PLAN AND PLAT APPROVAL FOR N. GALENA ROAD BRIDGE , AUGUSTA WOODS AND DEAN R. W. SUBDIVISION:

It was moved by Mrs. Martin seconded by Mr. Ward to approve the following Plans and Plats:

N. Galena Road Bridge Plan

Situated in the Township of Kingston, North Galena Road (Delaware County Road 34)

Augusta Woods Plan

Street, Storm, and Water Improvements for Augusta Woods situated in the Genoa Township

Dean R. W. Subdivision Plat

Situated in the Township of Liberty, County of Delaware, State of Ohio, and being Part of Farm Lot 17, Quarter Township 4, Township 4, Range 19, in the United States Military Lands. Being a subdivision of an original 5.476 Acres owned by Carbonara Investments, as recorded in Deed Book 639, Page 174, and Charuru Properties, as recorded in Deed Book 639, page 180, in the Delaware County Recorder's Office. Lot numbers 3316 through 3318. Lot fee in the amount of \$9.00.

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

RESOLUTION NO. 99-280

IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR HIGHLAND LAKES NORTH, SECTION 6, PHASE 1; BIG BEAR FARMS, SECTION 8 AND VILLAGE AT ALUM CREEK, SECTION 3:

It was moved by Mr. Ward and seconded by Mrs. Martin to approve the following Subdividers Agreements:

HIGHLAND LAKES NORTH, SECTION 6, PHASE 1

THIS AGREEMENT executed on this 5th day of 1999, between **PLANNED COMMUNITIES** As evidenced by the **HIGHLAND LAKES NORTH SECTION 6, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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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 **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTEEN 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, and the cost of street and traffic control signs. 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

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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.

EXHIBIT "A"

CONSTRUCTION ESTIMATE – STREET	\$ 84,849.30
CONSTRUCTION ESTIMATE – EARTHWORK	90,368.97
CONSTRUCTION ESTIMATE – STORM	<u>25,078.69</u>
TOTAL	\$200,296.96

BIG BEAR FARMS, SECTION 8

THIS AGREEMENT executed on this 5th day of April 1999, between **NORTHWEST FARMS PROPERTY, LLC** as evidenced by the **BIG BEAR FARMS SECTION 8** 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 **Exhibit "A"** attached hereto, 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

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SUBDIVIDER further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIFTY EIGHT THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. 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.

EXHIBIT "A"

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CONSTRUCTION ESTIMATE – STREET	\$477,852.25
CONSTRUCTION ESTIMATE – EROSION	93,115.00
CONSTRUCTION ESTIMATE – STORM	<u>157,790.70</u>
TOTAL	\$728,757.95

VILLAGE AT ALUM CREEK, SECTION 3

THIS AGREEMENT executed on this 5th day of April, 1999, between **M/I SCHOTTENSTEIN HOMES, INC.** as evidenced by the **THE VILLAGE AT ALUM CREEK SECTION 3** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIFTY NINE THOUSAND EIGHT 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, and the cost of street and traffic control signs. 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

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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.

EXHIBIT "A"

CONSTRUCTION ESTIMATE – STREET	\$435,415.76
CONSTRUCTION ESTIMATE – EROSION	9,564.00
CONSTRUCTION ESTIMATE – STORM	301,022.54
CONSTRUCTION ESTIMATE – SIGNAGE	<u>1,455.06</u>
TOTAL	\$747,457.36

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

RESOLUTION NO. 99-281

IN THE MATTER OF ACCEPTING BONDING FOR HIGHLAND LAKES EAST, SECTION 11, PHASE 2:

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

Highland Lakes East Section 11, Phase 2

The roadway construction of Highland Lakes East, Section 11, Phase 2 has been completed and as the result of the recent field review, personnel at the Engineer's Office have determined that minor remedial work, will be required during the 1999 construction season. In accordance with the Subdivider's Agreement, it is recommended that the maintenance bond be set at \$18,529 for the duration of the one year maintenance period. Maintenance Bond is provided.

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

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RESOLUTION NO. 99-282

IN THE MATTER OF APPROVING THE STREET NAME CHANGE OF “LIBERTY PARKWAY” IN LIBERTY LAKES SUBDIVISION TO “SALISBURY DRIVE”:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the street name change of Liberty Parkway.

Liberty Lakes Subdivision Currently “Liberty Parkway” Change to “Salsbury Drive”

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

RESOLUTION NO. 99-283

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

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following right-of-way work permit summary sheet:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2164	Ameritech	Bunty Station Road	Bury new telephone cable
2168	Ameritech	Section Line Road	Bury new telephone cable
2169	Ameritech	Jewett Road	Bury new telephone cable
2170	Ameritech	Liberty Road	Bury new telephone cable
2171	Ameritech	Seldom Seen Road	Bury new telephone cable
2172	Ameritech	Rutherford Road	Bury new telephone cable
2173	Ameritech	Home Road	Bury new telephone cable
2174	Ameritech	Hyatts Road	Bury new telephone cable
2175	Ameritech	Clark Shaw Road	Bury new telephone cable
2176	Ameritech	Bean Oller Road	Bury new telephone cable
2177	Ameritech	Ford Road	Bury new telephone cable
2178	Ameritech	Bunty Station Road	Bury new telephone cable

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

RESOLUTION NO. 284

IN THE MATTER OF APPROVING SPECIAL HAUL PERMITS FOR OVERSIZE AND OVERWEIGHT LOADS:

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

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance of Special Haul Permit*;

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners

PERMIT APPLICANT	PERMIT ID	#	FEE
LLOYD HENDRICKS	P0411	80,000	\$150.00
WALKER EXCAVATION, INC.	P0412	34,000	\$75.00
CORBY A. CREECH	P0413	80,000	\$150.00
WAYNE H. RABER	P0414	80,000	\$150.00
CORBY A. CREECH	P0415	80,000	\$150.00
KIRK R. WILLIS	P0416	80,000	\$150.00

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MS TRUCKING	P0417	68,500	\$150.00
L & M EXCAVATORS, INC	P0418	68,000	\$150.00
L & M EXCAVATORS, INC	P0419	25,900	\$150.00
L & M EXCAVATORS, INC	P0420	61,500	\$150.00
L & M EXCAVATORS, INC	P0421	61,500	\$150.00
STOTTLEMEYER	P0422	58,000	\$150.00
STOTTLEMEYER	P0423	54,000	\$150.00
STOTTLEMEYER	P0424	38,000	\$150.00
STOTTLEMEYER	P0425	64,000	\$150.00
STOTTLEMEYER	P0426	54,000	\$150.00
WILLIAM BOLLACK (TRANSFER)	P0427	50,000	\$0.00
ED ROSS	P0428	80,000	\$150.00
ED ROSS	P0429	80,000	\$150.00
ED ROSS	P0430	68,000	\$150.00
ED ROSS	P0431	76,500	\$150.00

TOTAL POSTED ROAD EXPECTED DAMAGE FEE **\$2,925.00**

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

RESOLUTION NO. 99-285

IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY KELCORP CORPORATION FOR CULVERT REPLACEMENT ON HARLEM AND MILLER PAUL ROADS:

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

Whereas, Delaware County went out to bid and bids were taken on March 29, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by Kelcorp Corporation of Burbank, Ohio has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Kelcorp Corporation in the amount of \$633,633.00 for the Culvert Replacement on Harlem and Miller Paul Road:

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

RESOLUTION NO. 99-286

IN THE MATTER OF APPROVING CONTRACT WITH PATRICK H. POWER TO PREFORM REVIEW OF THE PROCEDURES OF THE DELAWARE COUNTY AUDITOR'S OFFICE:

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

Identification of Parties

This Agreement is made between Delaware County, Ohio, hereinafter" the client, and Patrick H. Power, hereinafter, "the consultant."

Purpose of the Agreement

Client desires to retain the services of the Consultant as an independent contractor to perform a review of the procedures of the Delaware County Auditor's Office, excepting data processing and GIS. Consultant is ready, willing and able to undertake the consulting services and agrees to do so under the terms and conditions set for in this Agreement. Accordingly, the parties agree as follows:

Scope of Work

The Consultant shall review the current procedures, documentation and practices of the Delaware County Auditor's Office for compliance with statute, administrative rule and the guidelines and standards of the Ohio Auditor of State. The consultant shall report to the Auditor his findings in a manner in which the Auditor shall direct.

Compensation

The consultant shall be paid the sum of \$25 (twenty-five dollars) per hour, not to exceed a total of 160 hours, upon presentation of an invoice for hours actually worked, categorized by date. Consultant agrees to submit an invoice upon completion of each period of forty hours. The client agrees to pay said invoice with 10 (ten) days.

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Term

This Agreement shall be effective upon execution by all necessary parties and shall terminate June 30, 1999, regardless of how many hours shall have been expended under the terms of this Agreement.

Assignment.

This Agreement is for the purchase of personal services, and may not be assigned without the advance written consent of both parties.

Termination

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

Status of Consultant

Consultant is an independent contractor and is liable for his own taxes. Neither party shall be considered to be an agent or partner of the other. Consultant is not due any benefits, including but not limited to Worker's Compensation, other than expressly set out herein. The Consultant shall indemnify and hold harmless the County of Delaware from any and all liability of any nature whatsoever associated with the Consultant's obligations under this Agreement.

Notices

All notices required to be given under this Agreement shall be deemed to be received five (5) days after deposit in the U.S. mail, registered, return receipt requested, if addressed to the parties as set forth below:

David A. Yost
Delaware County Auditor
91 North Sandusky Street
Delaware, Ohio 43015

Patrick H. Power
395 East Broad Street
Columbus, Ohio 43215

Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated.

Waiver

A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy for a future breach of this Agreement, whether of a like or different character.

Headings Not Controlling

The headings used in this Agreement are intended for convenience only. They are not a part of the written undertaking of the parties. They shall not affect the construction or interpretation of this Agreement.

Applicable Law

This Agreement shall be interpreted and construed under the laws of the State of Ohio and shall be binding and inure to the benefit of the permitted assigns of the parties.

Entire Agreement

This Agreement represents the complete and total understanding between the parties, and not oral negotiations or promises, sidebar agreements or proposals exist. The parties intend this Agreement to be interpreted within its four corners.

WHEREFORE, We have set our hands hereto this 5th day of April 1999.

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

RESOLUTION NO. 99-287**IN THE MATTER OF APPROVING THE EMERGENCY SERVICES GRANT FUNDED UNDER THE STATE PUBLIC SAFETY DEPARTMENT:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the Grant Application for Emergency Services

This grant is funded under the State Public Safety Department as part of the "seat belt law". The grant pays for specific training and equipment needs. The grant program is operated as a reimbursement fund. The county pays the whole cost, submits an invoice to the state, and if approved, the state then pays half of the

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cost. The grant is for \$33,633.

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

RESOLUTION NO. 99 – 288

IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR HIGHLAND LAKES NORTH, SECTION 6, PHASE 1:

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

HIGHLAND LAKES NORTH, SECTION 6, PHASE 1

This agreement executed on this 5TH day of April, 1999, by and between PLANNED COMMUNITIES as evidenced by the HIGHLAND LAKES NORTH SECTION 6, PHASE 1 Subdivision Plat as 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 \$73,750.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 25 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 (\$52,900.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,600.00 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 result of charges against the same at the rate of :

INSPECTOR \$40.00
CAMERA TRUCK \$150.00

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per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as 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 right of ways 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 Autocade DWG files or DXF files.

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

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

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

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

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

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

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

RESOLUTION NO. 99-289

IN THE MATTER OF APPROVING AN EASEMENT & RIGHT-OF-WAY WITH AMERICAN ELECTRIC POWER AT ALUM CREEK WATER RECLAMATION FACILITY:

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

Delaware County Commissioners, "Grantor(s)" in Consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 850 Tech Center Dr., Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement, "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in Orange Township Delaware County, Ohio, and being part of Section No(s). 4, FL 6,7,23 Township No(s). 3 and Range No(s). 18 Survey U. S. M. L. , in Deed/Official Record Volume(s) Deed Book 627 Page(s) 752, dated 8-11-97 _ of the Delaware County

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Recorder's Office: Being Lot No. 3993 of Walker Wood Section 1 Subdivision as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 2, Slides 160, 160A, 160B and 160C, Delaware County Recorder's Office.

Said lines shall be constructed within the limits of a ten (10) feet wide strip of land, the centerline of which being the electric cable as installed beneath the surface of the ground. The approximate location of the centerline is shown on the attached drawing marked Exhibit "A", and made a part hereof.

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation deeper than eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 5th day of April, 1999.

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

RESOLUTION NO. 99-290

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

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

Crystal Griffith is recommended for hire at the Clerk position in the Code Compliance Department; effective date of hire is 4/01/99

John Hickman is recommended for hire at the Building Inspector position in the Code Compliance Department; effective date of hire is 4/19/99.

Daniel Rothert has resigned his position as part-time Paramedic due to his inability to work the hours requested; effective date of termination is 3/23/99.

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

RESOLUTION NO. 99-291

7:30 PM – PUBLIC HEARING –ANNEXATION OF 50.8 ACRES, MORE OR LESS, FROM THE TOWNSHIP OF ORANGE TO THE CITY OF WESTERVILLE:

Mr. Wuertz opened the Hearing at 7:31
The Clerk confirmed the paper work to be in order

All those wishing to speak were given the opportunity.

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It was moved by Mr. Ward, seconded by Mrs. Martin to continue the hearing to June 7, 1999, at 7:30 PM.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners