

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 6, 1999**

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

Present: James Ward, Deborah Martin, Donald Wuertz

7:30 PM Annexation Hearing for 27.438 Acres in Orange Township to City of Columbus

8:00 PM Annexation Hearing for 3.95 Acres in Orange Township to City of Columbus

RESOLUTION NO. 99-998

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

It was moved by Mrs. Martin, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held November 29, 1999, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

RESOLUTION NO. 99-999

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 258371 THROUGH 258770:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 258371 through 258770 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-1000

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Human Services is requesting that Lisa Cabot attend the Adolescent Anger and Depression Training at Columbus on February 11, 2000, in the amount of \$13.50.

Human Services is requesting that Lisa Cabot attend the Paternal Deprivation Training at Columbus on March 29, 2000, in the amount of \$13.50.

Human Services is requesting that Rhonda Leasure attend the Maximizing Performance in the WIA System at Columbus on January 18 through January 19, 2000, in the amount of \$381.00.

Human Services is requesting that Julia Kunkle and Rhonda Leasure attend the Income Maintenance Quarterly at Columbus on December 14, 1999, in the amount of \$28.00.

Commissioners are requesting that Deborah Martin attend the Justice and Public Safety Committee annual Retreat at Savannah, Georgia on January 12 through January 16, 2000, in the amount of \$1,185.00.

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

RESOLUTION NO. 99-1001

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

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0120-020	General - Srvs & Chrgs	\$ 63,000.00

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TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
020-2010-020 MRDD - Services & Charges	020-2010-040 MRDD - Equipment	\$ 6,000.00
075-0920-010 Data Center - Salaries	075-0920-015 Data Center - Mat & Sup	\$ 5,000.00
075-0920-020 Data Center - Services & Charges	075-0920-015 Data Center - Mat & Sup	\$ 6,000.00
075-0920-020 Data Center - Services & Charges	075-0920-040 Data Center - Equipment	\$ 30,000.00
001-0260-012 EMS - PERS	001-0260-020 EMS - Services & Charges	\$ 25,000.00
001-0510-015 Treasurer - Mat & Sup	001-0510-040 Treasurer - Equipment	\$ 300.00
Vote on Motion	Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye	

RESOLUTION NO. 99-1002

IN THE MATTER OF APPROVING SUBDIVISION PLAT FOR DAVENTRY PARK, SECTION 1, PHASE 3:

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

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 2 and Farm Lot 3, of Quarter Township 4, Township 3, Range 19, United States Military Lands, containing 15.157 acres of land, more or less, (3.609 acres of said 15.157 acres are in Farm Lot 2 and 11.548 acres of said 15.157 acres are in farm Lot 3) said 15.157 acres being comprised of parts of those tracts of land conveyed to F. A. Kohler Co. by deed of record in Deed Book 584, Page 629 and Deed Book 584, Page 635, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$21.00.

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

RESOLUTION NO. 99-1003

IN THE MATTER OF ACCEPTING ROADS IN LIBERTYDALE, SECTION 2; OAK CREEK EAST, SECTION 1; SHERBROOK, PHASE 3; TARTAN FIELDS, PHASE 6; WINDING CREEK ESTATES 2:

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

Libertydale, Section 2

- An extension 0.20 mile to **Township Road Number 707, Jamestown Drive**
- An extension of 0.04 mile to **Township Road Number 709, Minuteman Court**

Approval to return the Letter of Credit being held as maintenance surety to the developer, Rockford Homes.

Oak Creek East, Section 1

- **Aurora Drive**, to be known as **Township Road Number 875**
- **Haines Court**, to be known as **Township Road Number 876**
- **Gainer Drive**, to be known as **Township Road Number 877**
- **Penhook Avenue**, to be known as **Township Road Number 878**

Approval to return the Letter of Credit being held as maintenance surety to the developer, M/I Schottenstein Homes.

Sherbrook, Phase 3

- An extension of 0.21 mile to **Township Road Number 539, Hilmar Drive**

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- An extension of 0.06 mile to **Township Road Number 718, Mount Royal Avenue**
- An extension of 0.06 mile to **Township Road Number 823, Sherbrook Drive**
- **Collingwood Drive**, to be known as **Township Road Number 879**
- **Springwood Place**, to be known as **Township Road Number 880**

Approval to return the Letter of Credit being held as maintenance surety to the developer, M/I Schottenstein Homes.

Tartan Fields, Phase 6

- An extension of 0.30 mile to **Township Road Number 814, Tartan Fields Drive**
- **Redan Court**, to be known as **Township Road Number 881**

Approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group.

Winding Creek Estates 2

- **Briarwood Lane**, to be known as **Township Road Number 882**
- **Winding Creek Drive**, to be known as **Township Road Number 883**

Approval to return the Letter of Credit being held as maintenance surety to the developer, G&G Land Development.

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

RESOLUTION NO. 99-1004

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN OAK CREEK EAST, SECTION 1; SHERBROOK, PHASE 3; TARTAN FIELDS, PHASE 6; WINDING CREEK ESTATES 2:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize stop conditions at the following locations:

Oak Creek East, Section 1

- On Township Road Number 875, Aurora Drive, at its intersection with County Road Number 10, South Old State Road
- On Township Road Number 876, Haines Court, at its intersection with Township Road Number 875, Aurora Drive
- On Township Road Number 877, Gainer Drive, at its intersection with County Road Number 14, Powell Road, and its intersection with Township Road Number 875, Aurora Drive
- On Township Road Number 878, Penhook Avenue, at its intersection with Township Road Number 877, Gainer Drive, and its intersection with Township Road Number 875, Aurora Drive

Sherbrook, Phase 3

- On Township Road Number 879, Collingwood Drive, at its intersection with Township Road Number 539, Hilmar Drive
- On Township Road Number 879, Collingwood Drive, at its intersection with Township Road Number 718, Mount Royal Avenue
- On Township Road Number 880, Springwood Place, at its intersection with Township Road Number 539, Hilmar Drive

Tartan Fields, Phase 6

- On Township Road Number 881, Redan Court, at its intersection with Township Road Number 814, Tartan Fields Drive

Winding Creek Estates 2

- On Township Road Number 883, Winding Creek Drive, at its eastbound intersection with Township Road Number 882, Briarwood Lane
- On Township Road Number 883, Winding Creek Drive, at its westbound intersection with Township Road Number 882, Briarwood Lane
- On Township Road Number 882, Briarwood Lane, at its intersection with Township Road Number 89, Curve Road

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

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RESOLUTION NO. 99-1005

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR WILSHIRE ESTATES, SECTION 3, PHASE 1 AND WILSHIRE ESTATES, SECTION 3, PHASE 2:

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

Wilshire Estates, Section 3, Phase 1

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 6th day of December, 1999, between **CENTEX HOMES** as evidenced by the **WILSHIRE ESTATES SECTION 3, 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:

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 11/10/99 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 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.

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 **TWENTY-NINE THOUSAND SIX 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

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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.

Wilshire Estates, Section 3, Phase 2

THIS AGREEMENT executed on this 6th day of December, 1999, between **CENTEX HOMES** as evidenced by the **WILSHIRE ESTATES SECTION 3, PHASE 2** 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 11/10/99 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 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.

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 **TWELVE 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.

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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.

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

RESOLUTION NO. 99-1006

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:

Permit #	Applicant	Location	Type of Work
2279	General Telephone	Freshwater Road	Place telephone cable
2295	General Telephone	Cheshire Road	Place telephone cable
2308	Columbus Southern Power	Orange Road	Push bore road
2315	Sprint Telephone	Rosecrans Road	Place buried cable
2328	Columbus Southern Power	Tussic Street Road	Remove existing pole
2313	Sprint Telephone	Carter's Corners Road	Bore cable
2314	Sprint Telephone	Wilson Road	Plow cable
2323	Ameritech	Maxtown Road	Bury telephone cable
2324	Ameritech	Sawmill Road	Bury telephone cable
2325	Del-Co Water	Sawmill Parkway	Install 6" waterline
2326	General Telephone	Smith Road	Place telephone cable
2329	Columbia Gas	Champions Drive	Install gas main
2330	Sprint Telephone	Dustin Road	Place buried cable
2331	Triple H Enterprises	Hidden Cove Circle	Bore road
2332	Ameritech	Tussic Street Road	Place telephone cable
2333	Columbia Gas	Sherbrook Section 5	Install gas main
2334	Ohio Edison	Tartan Fields Phase 17	Install cable
2335	Ohio Edison	Tartan Fields Phase 14	Install cable
2338	Ohio Edison	Tartan Fields Phase 8	Install cable
2339	General Telephone	Horseshoe Road	Bore under road
2340	Columbia Gas	Meadows at Cheshire 3-2	Install gas main

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2341-2343	Columbus Southern Power	Green Meadows Drive North, Meadows Park Ave., Orange Rd.	Install underground cable
2345	Ameritech	Tussic Street Road	Place cable
2346	Columbus Southern Power	Red Bank Road	Replace poles

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

RESOLUTION NO. 99-1007

IN THE MATTER OF AUTHORIZING SUBMITTAL OF APPLICATION FOR JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT TO THE OFFICE OF CRIMINAL JUSTICE SERVICES FOR THE PROVISION OF PROBATION SERVICES IN THE CITY AND COUNTY SCHOOLS:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize the submittal of application for Juvenile Accountability Incentive Block Grant in the amount of \$23,999.00.

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

RESOLUTION NO. 99-1008

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Geraldine Schaefer has resigned her position as a TCO II / Dispatcher with the 9-1-1 Center; effective date of resignation is December 2, 1999.

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

RESOLUTION NO. 99-1009

IN THE MATTER OF RE-APPOINTING GEORGE THOMAS AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE RURAL ZONING COMMISSION:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall re-appoint an individual to the Rural Zoning Commission for a five year term beginning January 1, 2000, and ending December 31, 2004, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint George Thomas to the Rural Zoning Commission.

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

RESOLUTION NO. 99-1010

IN THE MATTER OF RE-APPOINTING WILLIAM EELLS AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall re-appoint an individual to the Delaware County District Library Board for a seven year term beginning January 1, 2000, and ending December 31, 2006, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint William Eells to the Delaware County District Library Board.

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

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RESOLUTION NO. 99-1011

IN THE MATTER OF RE-APPOINTING TIMOTHY HARSH AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE BOARD OF ZONING APPEALS:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall re-appoint an individual to the Board of Zoning Appeals for a five year term beginning January 1, 2000, and ending December 31, 2004, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint Timothy Harsh to the Board of Zoning Appeals.

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

RESOLUTION NO. 99-1012

IN THE MATTER OF CHANGE ORDER # 2 WITH RO-DAN CONSTRUCTION AND CODY-ZEIGLER COMPANY FOR CARNEGIE LIBRARY:

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

Change to Ro-Dan Construction Contract Price:

Original Contract Price	\$75,400.00
Current Contract Price	\$74,892.00
Change to Contract Price	\$83,740.00
New Contract Price	\$157,632.00

Change to Cody-Zeigler Contract Price:

Original Contract Price	\$1,497,000.00
Current Contract Price	\$1,499,183.90
Change to Contract Price	(\$83,740.00)
New Contract Price	\$1,415,443.90

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

RESOLUTION NO. 99-1013

IN THE MATTER OF CONTRACT APPROVAL WITH LOCAL GOVERNMENT SERVICES DIVISION OF THE OFFICE OF THE STATE AUDITOR:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the contract as explained in the following letter/contract:

This letter is to confirm our understanding of the terms and objectives of the services to be provided to Delaware County by the Local Government Services Division of the Auditor of State's Office.

We will provide assistance in implementing new statements in auditing standards, GASB statements, and any other issues that may arise during the preparation to the County's Comprehensive Annual Financial Report for the year ending December 31, 1999.

Our fees for these services will be billed monthly to Delaware County at a rate of \$30 per hour, and the total is not expected to exceed \$2,450.00. However, if additional time or services are needed, we will notify the County regarding any amendment to this contract that may be required.

Our agreement cannot be relied upon to disclose errors, fraud or illegal acts that may exist; however, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention unless they are clearly inconsequential.

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

RESOLUTION NO. 99-1014

7:30 PM - IN THE MATTER OF HEARING ANNEXATION OF 27.438 ACRES OF LAND IN ORANGE TOWNSHIP TO CITY OF COLUMBUS:

Mr. Wuertz opened the hearing at 7:30 PM.

It was moved by Mr. Ward, seconded by Mrs. Martin to continue the hearing to 8:15 pm or until the agent for petitioner arrived.

It was moved by Mrs. Martin , seconded by Mr. Ward to reconvene the hearing at 7:40 pm.

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

Agent for the Petitioner, Mr. Donald Plank presented the annexation.

It was moved by Mrs. Martin , seconded by Mr. Ward to close the hearing at 7:44 pm.

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

RESOLUTION NO. 99-1015

ORDER OF COMMISSIONERS FOR ANNEXATION OF 27.438 ACRES OF LAND FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

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

The Commissioners of Delaware County, Ohio having on the 6th day of December, 1999, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Columbus, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Columbus as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
4. The territory included in the annexation petition is not unreasonably large;
5. The plat of the territory to be annexed is accurate, and
6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the City of Columbus, Ohio.

Dated this 6th day of December, 1999.

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

RESOLUTION NO. 99-1016

8:00 PM - IN THE MATTER OF HEARING ANNEXATION OF 3.95 ACRES OF LAND IN ORANGE TOWNSHIP TO CITY OF COLUMBUS:

Mr. Wuertz Opened the Hearing at 8:00 PM.

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Ms. Judith Edwards, agent for the petition presented the annexation.

It was moved by Mr. Ward and seconded by Mrs. Martin to close the hearing at 8:04 PM.

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

RESOLUTION NO. 99-1017

ORDER OF COMMISSIONERS FOR ANNEXATION OF 3.95 ACRES OF LAND FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

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

The Commissioners of Delaware County, Ohio having on the 6th day of December, 1999, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Columbus, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Columbus as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
4. The territory included in the annexation petition is not unreasonably large;
5. The plat of the territory to be annexed is accurate, and
6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the City of Columbus, Ohio.

Dated this 6th day of December, 1999.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners