

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 20, 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

RESOLUTION NO. 99-1045

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 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 December 13, 1999, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

Mr. Wuertz commented there is a recycling brochure available in the lobby of the Commissioners Building which gives information regarding recycling opportunities. There are alternative places throughout the County that will accept recyclables. Mrs. Martin noted there are drop offs throughout the County for recyclables.

RESOLUTION NO. 99-1046

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 259299 THROUGH 260214:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 259299 through 260214 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-1047

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Code Compliance is requesting that Joe Scherler attend the Code Official Seminar at Chicago on February 8 through February 11, 2000, in the amount of \$869.00.

Code Compliance is requesting that Roger Adkins, Rick Irvine and Rick Walker attend the Building Inspection Seminar at the University of Wisconsin on January 31 through February 4, 2000, in the amount of \$4,047.00.

Sanitary Engineer is requesting that Robert Sochor attend the Training Class for CarteGraph Software at Cincinnati on February 16 through February 17, 2000, in the amount of \$486.00.

OECC is requesting the Rich Felton attend the Management Seminar at Columbus on February 17, 2000, in the amount of \$178.00.

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

RESOLUTION NO. 99-1048

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:
120-1200-010	School Liaison Fund	\$ (6,680.00)
120-1200-012	School Liaison Fund	\$ (1,325.00)
128-1280-010	Victims of Crime Grant	\$ (1,400.00)
128-1280-011	Victims of Crime Grant	\$ (3,064.00)

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128-1280-012	Victims of Crime Grant	\$	(251.00)
107-2660-020	Indigent Guardian Fund	\$	(1,500.00)
129-1290-020	State Victims Assistance Grant	\$	(1,025.00)
123-1230-010	Americorps Grant Fund	\$	(150.00)
123-1230-015	Americorps Grant Fund	\$	(1,500.00)
123-1230-020	Americorps Grant Fund	\$	(1,600.00)
124-1240-010	Juvenile Accountability Incentive Grant	\$	35.00
124-1240-012	Juvenile Accountability Incentive Grant	\$	(36.00)
124-1240-013	Juvenile Accountability Incentive Grant	\$	1.00
124-1240-047	Juvenile Accountability Incentive Grant	\$	(8,751.00)
001-0120-047	General – Transfers	\$	2,300,000.00
002-1910-040	D&K – Equipment	\$	(6,234.00)
033-3580-020	OECC Construction	\$	(280,000.00)
035-3510-047	Sanitary Revenue Admin	\$	(200,000.00)
035-3510-020	Sanitary Revenue Admin	\$	(37,000.00)
049-4050-040	Ditch Construction	\$	(275,000.00)
052-0098-040	CDBG - FY98	\$	(112,000.00)
052-0098-020	CDBG - FY98	\$	(20,000.00)
052-0097-020	CDBG - FY97	\$	(3,000.00)
052-0097-040	CDBG - FY97	\$	(100,000.00)
052-0079-020	CDBG – CHIP Housing	\$	(184,534.00)
052-0072-020	CDBG – Ashley Sewer	\$	(3,800.00)
052-0072-040	CDBG – Ashley Sewer	\$	(8,282.00)
052-0074-020	CDBG - FY94	\$	(1,725.00)
072-7210-010	Economic Development	\$	(26,333.07)
072-7210-011	Economic Development	\$	(799.65)
072-7210-012	Economic Development	\$	(1,369.68)
072-7210-013	Economic Development	\$	(383.57)
072-7210-015	Economic Development	\$	(1,709.05)
072-7210-020	Economic Development	\$	(13,381.60)
074-7410-020	Recorder's Equipment Fund	\$	(19,000.00)
131-1310-015	Intensive Supervision Fund	\$	(1,000.00)

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131-1310-020	Intensive Supervision Fund	\$	(1,200.00)
130-1300-030	Prevention Grant	\$	(6,709.07)

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
019-0630-012 CSEA - PERS	019-0630-010 CSEA - Salaries	\$ 5,000.00
019-0630-012 CSEA - PERS	019-0630-011 CSEA - Benefits	\$ 4,000.00
020-2010-030 MRDD - Grants	020-2010-015 MRDD - Mat & Sup	\$ 15,000.00
003-4520-013 Public Assistance - Medicare	003-4510-013 Public Assistance - Medicare	\$ 50.00
001-0110-015 General - Mat & Sup	001-0110-010 General - Salaries	\$ 200.00
001-0110-015 General - Mat & Sup	001-0110-013 General - Medicare	\$ 70.00
059-4060-040 Ditch Maintenance - Equipment	059-4060-020 Ditch Maintenance - Srvs & Chrgs	\$ 10,000.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
001-0120-047 General - Transfers	054-0060-087 Liability Insurance - Transfer-in	\$ 300,000.00
001-0120-047 General - Transfers	081-8110-087 Roadway Development - Transfers-in	\$ 350,000.00
001-0120-047 General - Transfers	002-1910-087 Dog & Kennel - Transfers-in	\$ 40,000.00
001-0120-047 General - Transfers	093-9310-087 Law Enforcement Computerization - Transfer-in	\$ 250,000.00
001-0120-047 General - Transfers	101-1010-087 EMA - Transfer-in	\$ 50,000.00
001-0260-047 General - Transfers	048-4810-087 EMS Capital Fund - Transfer-in	\$ 200,000.00
001-0120-047 General - Transfers	104-1040-087 County Reserve Fund - Transfer-in	\$ 200,000.00
001-0120-047 General - Transfers	086-8610-087 20/20 Fund - Transfer-in	\$ 1,000,000.00

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

RESOLUTION NO. 99-1049

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the Treasurer's Report.

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

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RESOLUTION NO. 99-1050

**IN THE MATTER OF APPROVING PLATS AND PLAN FOR HIGHLAND LAKES EAST,
SECTION 14, PHASE 1; SHIDECKER ESTATES, PHASE 1; SLANE RIDGE; DITCH
MAINTENANCE PETITIONS FOR HIGHLAND LAKES EAST, SECTION 14, PHASES 1 & 2:**

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

Highland Lakes East, Section 14, Phase 1

Situated in the State of Ohio, County of Delaware, Township of Genoa, and in Farm Lot 17 and 18, Quarter Township 3, Township 3, Range 17, United States Military Lands, containing 7.343 acres of land, more or less, (4.269 acres are in Farm Lot 17 and 3.074 acres are in Farm Lot 18), said 7.343 acres being part of that tract of land conveyed to DHMI LAKES, LTD, by deed of record in Official Record 11, Page 261, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$69.00.

Shidecker Estates, Phase 1

Situated in the State of Ohio, County of Delaware, Township of Trenton, being a part of Farm Lots 20 and 28, Section 4, Township 4, Range 16, United States Military Lands, and being a part of 38.996 acre tract conveyed to Cotugno Development, Inc. in Deed Volume (D.V.) 649, Page 218,(Tract 3) and a part of a 77.953 acre tract conveyed to Cotugno Development, Inc. in D. V. 649, Page 215 (tract 2), Delaware County Recorder's Office. Lot fee in the amount of \$9.00.

Slane Ridge

Situated in the State of Ohio, County of Delaware, Township of Genoa, being a part of a 25.125 acre tract (tract A) and all of a 0.379 acre tract (tract B) conveyed to June E. Mason in Deed book 502, Page 565, Delaware County Recorder's Office.

Ditch Maintenance Petition- Highland Lakes East, Section 14, Phase 1

We the undersigned owners of 7.353 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Highland Lakes East, Section 14, Phase 1 as evidenced by the subdivision plant (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 Highland Lakes East, Section 14, Phase 1 Subdivision.

The cost of the drainage improvements is \$57,026.00 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. Twenty three 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, \$2,479.39 per lot. An annual maintenance fee equal to 2% of this basis \$49.58 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 \$1,140.52 has been paid to Delaware County.

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

Ditch Maintenance Petition- Highland Lakes East, Section 14, Phase 2

We the undersigned owners of 15.547 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Highland Lakes East, Section 14, Phase 2 as evidenced by the subdivision plant (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

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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 Highland Lakes East, Section 14, Phase 2 Subdivision.

The cost of the drainage improvements is \$158,389.00 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- three lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,683.46 per lot. An annual maintenance fee equal to 2% of this basis \$73.66 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 \$3,167.78 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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-1051

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR VILLAGE OF OAK CREEK, PHASE 10, PART B:

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

THIS AGREEMENT executed on this 20th day of December, 1999, between **HOMEWOOD CORPORATION** as evidenced by the **VILLAGE OF OAK CREEK, PHASE 10, PART B**, 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** 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 of \$573,106 approved September 14, 1999 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 **FIFTEEN THOUSAND FIVE 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

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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.

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

RESOLUTION NO. 99-1052

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2344	Sprint Telephone	Sunbury Road	Place buried cable
2352	General Telephone	Carter's Corners Road	Place telephone cable
2353	Columbus Southern Power	Adams Road	Relocate pole
2354	General Telephone	Howard Road	Place telephone cable

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

RESOLUTION NO. 99-1053

IN THE MATTER OF APPROVING THE CHANGE ORDER FOR LOAD LIMIT ON BRIDGE NUMBER 34-01.20 (SOUTH GALENA ROAD):

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

Structure File No: 2131196 **Bridge No:** 34-01.20 **Road:** South Galena

Current Appraisal: 2P **Date:** December 14, 1999

Currently Posted: Yes 20 Tons **Limit**

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New Posted Weight Limit: 10 Tons

Proposed By: J. Elliot

Judgment : Advanced Deterioration

Ordered By: Chris Bauserman

Nearest Road: Golf Course Rd. **Distance:** 0.2 Miles (East)

Whereas, It has been ascertained by the County Engineer that the above described bridge is by reason of damage, deterioration or original design, not able to safely bear full legal load as established by the Ohio Revised Code chapters 5577 and 5591, and

Whereas, The above described bridge has been posted at the tonnage labeled “new posted weight limit” for one day or more as required by ORC Section 5591.42.

Now Therefore, Be It Resolved by the Board of Commissioners of Delaware County, Ohio that:

By virtue of Section 5591, Revised Code of Ohio, the legal load limit of the above described bridge is hereby reduced as shown.

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

RESOLUTION NO. 99-1054

IN THE MATTER OF ACCEPTANCE OF THE GRANT APPROVAL LETTER FROM ANGELS ON TRACK FOUNDATION:

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

Whereas, Delaware County Engineer has received a Grant Approval Letter in the amount of \$40,000 which represents funding for crossing gates at the Buttermilk Hill Road railroad crossing. The County’s share for these gates, which will be paid by the County Engineer , is \$3,740.

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

RESOLUTION NO. 99-1055

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN HARVEST WIND, PHASE 4 AND MEADOWS AT CHESHIRE, SECTION 3, PART 2

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

Harvest Wind, Phase 4	1,178 feet of 8 inch sewer	7 manholes
Meadows at Cheshire, Section 3, Part 2	1,950 feet of 8 inch sewer	8 manholes

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

RESOLUTION NO. 99-1056

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ACWRF POWELL ROAD EFFLUENT LINE:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, January 24, 2000, at 2:00 PM.**

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

RESOLUTION NO. 99-1057

IN THE MATTER OF APPOINTING KATHLEEN PROVANZANA AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVE TO THE COUNCIL FOR OLDER ADULTS:

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

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the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individual(s) to the Council for Older Adults for a three (3) year term, beginning January 1, 2000, and ending December 31, 2002.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Kathleen Provanzana to the Council for Older Adults.

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

RESOLUTION NO. 99-1058

IN THE MATTER OF APPOINTING AND CONFIRMING INDIVIDUALS AS REPRESENTATIVES TO THE DELAWARE COUNTY CORRECTIONS PLANNING BOARD:

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

Whereas, the Ohio Legislature has given the Board of County Commissioners of each county the authority to appoint a local corrections planning board, and

Whereas, Ohio Revised Code 5149.34 stipulates the members of said board, and

Whereas, The Board of County Commissioners of Delaware County, by Resolution No. 95-629, authorized the application of the State of Ohio for a Community Corrections Planning Grant.

Whereas, The Board of County Commissioners shall revise the original term of July 1 through June 30 to reflect January 1 through December 31.

Therefore Be It Resolved, by The Board of County Commissioners, Delaware County, State of Ohio to appoint the following individuals to serve without compensation to the Delaware County Local Corrections Planning Board for the terms indicated:

Board Members	Representing	Term
Everett H. Krueger	Judge, Court of Common Pleas Division*	Permanent**
Henry E. Shaw, Jr.	Judge, Court of Common Pleas Division*	Permanent**
Michael Hoague	Judge, Municipal Court*	Permanent**
Jim Ward	Representative Board of County Commissioners*	Permanent**
Dan Bennington	Official of the largest municipality (City of Delaware)	Permanent**
Al Myers	Sheriff*	Permanent**
Kathy Lieske	Police Chief of the largest municipality (City of Delaware)*	Permanent**
W. Duncan Witney	County Prosecutor, Office Representative*	Permanent**
Pete Ruffing	Prosecutor, City of Delaware*	Permanent**
Pam Burden	Municipal Court Probation's Office Representative*	Permanent**
Bev Muntean	Supervisor, Ohio Adult Parole Authority Office*	Permanent**
Don Witt	County Jail Administrator*	Permanent**
Thomas C. Clark, II	Local Criminal Defense Attorney	Two Year
Steve Hrytzik	Officer from township or village police agency	Two Year
Monte Harris	Officer from largest municipality (City of Delaware)	Two Year
Doug Missman	Common Pleas Court Intensive Supervision Office	Two Year
Nathan Evans	County Jail Corrections Officer	Two Year
Crystal Pounds-Alexander	Office of Victim Services	Two Year
Debby Hoopes	Victim of Crime-citizen	Two Year
Ralph Howes	Citizen	Two Year
Gary Kreuchauf	Representative COMH	Two Year
Lynn Porter	Representative ADAMH	Two Year
Tony Williams	Representative DARR	Two Year

All two year appointments begin January 1, 2000 and expire December 31, 2001.

* or designee

** term expires when their successors are appointed

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

RESOLUTION NO. 99-1059

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Lawrence Reed has resigned his position in Collections for OECC; effective date of resignation is December 9, 1999.

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

RESOLUTION NO. 99-1060

IN THE MATTER OF ADOPTING A RESOLUTION TO PLACE A TWO AND ONE HALF TENTHS OF ONE MILL TAX LEVY ON THE MARCH 7, 2000, PRIMARY ELECTION BALLOT FOR THE BENEFIT OF THE DELAWARE CITY-COUNTY HEALTH DEPARTMENT PURSUANT TO OHIO REVISED CODE SECTION 3709.29:

The Board of Commissioners of Delaware County, Ohio met in regular session on the 20th day of December, 1999, at the Office of the Commissioners with the following members present: Deborah Martin, James Ward, and Donald Wuertz

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

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Delaware County, Ohio; and

WHEREAS, the residents of Delaware County did in 1999, approve a seven tenths of one mill tax levy to provide, sufficient funds for the Board of Health to carry out health programs of the health department, and

WHEREAS, an additional two and one half tenths (0.25) of one mill, will enable the Board of Health to carry out health programs of the Health Department

NOW THEREFORE BE IT RESOLVED by two-thirds vote of all the members elected thereto concurring that it is necessary to levy a tax in excess of the ten-mill limitation for the benefit of Delaware County for the purpose of providing sufficient funds for the Board of Health to carry out health programs of the Health Department at a rate not exceeding two one half tenths (0.25) Mills for each one dollar (\$1.00) valuation, which amounts to two and one half (0.025) cents for each one hundred dollars (\$100.00) of valuation for ten (10) years commencing with the 2000 tax year.

BE IT FURTHER RESOLVED, that said levy be placed upon the tax list of the current year if the majority of electors voting thereon vote in favor in the Primary Election to be held on March 7, 2000.

BE IT FURTHER RESOLVED, that the Clerk of this Board of County Commissioners be and hereby is directed to certify a copy of this Resolution to the Board of Elections, Delaware County, Ohio not less than seventy-five (75) days before the election upon which it will be voted and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

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

RESOLUTION NO. 99-1061

IN THE MATTER OF TRANSFERRING THE DEED TO THE PROPERTY LOCATED AT 40 NORTH SANDUSKY STREET TO NATIONAL CITY BANK:

It was moved by Mr. Ward, seconded by Mrs. Martin to transfer the deed to the property to National City Bank:

Whereas, all obligations of the contract between the County of Delaware and National City Bank with reference to BancOhio National Bank as predecessor in interest have been fulfilled.

Therefore, Be it Resolved, the Delaware County Commissioners do execute and forward the Deed to transfer ownership of said property located at 40 North Sandusky Street to the National City Bank.

Limited Warranty Deed

COUNTY OF DELAWARE, OHIO, a county and political subdivision in and of the State of Ohio, (Grantor), for valuable consideration paid, grants, with limited warranty covenants as the same are defined in Ohio Revised Code Section 5302.08, to **NATIONAL CITY BANK, successor by merger to National City Bank of Columbus, formerly known as National City Bank, Columbus, formerly known as BancOhio National Bank, a national banking association, (“Grantee”)**, whose tax mailing address is 155 East Broad Street, Columbus, Ohio 43251, the following real property:

Situated in the County of Delaware, State of Ohio and in the City of Delaware and as further described below:

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See **Exhibit A**, consisting of one (1) page which is attached hereto and incorporated herein by reference, and being subject to all legal highways, taxes and assessments, and to all other easements and restrictions of record and as contained herein.

Street Address: 40 North Sandusky Street, Delaware, Ohio 43014

Parcel No.: 519-431-09-004-000

Prior Instruments\ Reference: Volume 412, Page 534 of the Official Records of Delaware County, Ohio

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

RESOLUTION NO. 99-1062

IN THE MATTER OF APPROVING ANNEXATION OF 35.080 ACRES OF LAND FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS AS DIRECTED BY THE DECISION OF JUDGES J. GWIN, P. J. WISE AND J. HOFFMAN:

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

Whereas a Judgement Entry was received by the Delaware County Commissioners on December 1, 1999, from Judges J. Gwin, P. J. Wise and J. Hoffman of the Fifth Appellate District Court stating : In the Mater of the Appeal of Rino Borean, Et. Al. for annexation of 35.080, more or less, acres of land in Orange Township to the City of Columbus--"Pursuant to App. R. 12 (B) we hereby grant the petition of appellants to annex their property to the City of Columbus."

Therefore, 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 the 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.

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

RESOLUTION NO. 99-1063

IN THE MATTER OF APPROVING CONTRACTS FOR PURCHASE OF REAL ESTATE AT 111, 122 AND 126 NORTH UNION STREET AND 124 AND 128 NORTH SANDUSKY STREET:

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

111 North Union Street

Laura Miller, 103 N. Union Street , (hereinafter referred to as "Sellers"), grants to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 111 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premi

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be \$92, 500.00, \$500.00 shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Seller shall have the right to remove anything and everything from the premises, provided that such removal shall occur no later than July 1, 2000.
4. Seller shall have the right to possess and rent the property and collect and keep the rents through June 30, 2000.
5. This offer shall be open for acceptance until 4:30 o'clock p.m. on the 23 rd day of December, 1999.
6. The date for delivery of the Deed, payment of the purchase price, and the closing of this transaction ("Closing") shall occur on or before December 30, 1999.

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7. At closing and upon the receipt of said purchase price the Sellers shall do the following
- (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except 1999 real estate taxes, easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.
 - (b) Pay any and all real estate taxes presently due.
 - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
8. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
9. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
10. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:
- To the Purchaser: The Delaware County Commissioners
101 North Sandusky Street
Delaware, Ohio 43015
- To the Sellers Laura Miller
103 North Union Street
Delaware, Ohio 43015
11. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
12. Buyer hereby waives its right to have a lead based paid inspection and test.

(With respect to housing constructed prior to January 1, 1978, the Seller is obligated to provide certain information and disclosure regarding lead-based paint. Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. In the event that the home was built prior to January 1, 1978, Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead In Your Home" and the Lead Based Paint and Lead-Based Hazard Disclosure Form. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspection(s) in the Seller's possession and notify the Buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.)

Laura Miller hereby makes the foregoing offer on this 20th day of December, 1999.

122 North Union Street

Charles B. Hughes, and Beth Ann Hughes, husband and wife, (hereinafter referred to as "Sellers"), grants to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 122 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

The Sellers and the Purchaser agree that the Sellers are presently purchasing said real estate as Vendees on a land installment contract wherein Champ Smith and Shirley Smith, husband and wife, are the Vendors, and Both Seller and Purchasers acknowledge that signing of this contract by Champ Smith and Shirley Smith is for purposes of acknowledging by them that they will upon payment of any funds due pursuant to said land installment contract, execute a warranty deed to the Sellers.

Sellers and Purchaser hereby agree as follows:

1. The Vendee agree to sell and the Purchaser agrees to purchase the Premises.

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2. The purchase price shall be one hundred twenty-three thousand dollars (\$123,000.00).

Five hundred dollars \$500.00 shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Duration of this offer shall be _____ days and shall extend until 12:00 o'clock p.m. on day of January 2000.
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be on or before the _____ day of January 2000, or at such other date as may be agreed upon in writing by the parties.
5. At closing and upon the receipt of said purchase the Seller/Vendee shall do the following:
 - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except easements, conditions and restrictions of record as of the date this Contract is executed. Furthermore, the Vendee shall at the time of closing pay the Vendor from the proceeds of sale any and all dollar amounts owed the Vendor pursuant to the contract pertaining to the parties. All rights of dower shall be released by the sellers.
 - (b) Pay any and all real estate taxes presently due.
 - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
6. Seller shall deliver possession and occupancy of the premises to Purchaser on or before 12:00 P.M. on March 31, 2000. Seller shall have until date of possession to remove any items from the premises. Seller shall hold Purchaser harmless for injuries sustained by Seller and/or their family members or agents sustained after the date of Closing.
7. Seller shall continue to collect rental income from the premises until date of possession. Seller shall retain liability insurance and be responsible for maintenace and care of rental property until date of possession.
8. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
9. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
10. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:

To the Purchaser: The Delaware County Commissioners	101 North Sandusky Street
	Delaware, Ohio 43015
To the Sellers	Mr. & Mrs. Charles Hughes
	65 Joy Avenue
	Delaware, Ohio 43015
11. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
12. This contract and sale is in lieu of eminent domain and amounts to an involuntary conversion.
13. Parties agree that this Contract shall survive the delivery of the Deed.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS agreement in duplicat this day of _____, _____.

We hereby accept the above Offer for Sale of Real Estate:

The undersigned Vendor on the last installment contract acknowledged to a copy of this contract and agreed to

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convey title to the Sellers upon receipt of all funds due pursuant to said land installment contract.

126 North Union Street

Charles B. Hughes, and Beth Ann Hughes, husband and wife, (hereinafter referred to as "Sellers"), grants to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 126 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

The Sellers and the Purchaser agree that the Sellers are presently purchasing said real estate as Vendees on a land installment contract wherein Champ Smith and Shirley Smith, husband and wife, are the Vendors, and Both Seller and Purchasers acknowledge that signing of this contract by Champ Smith and Shirley Smith is for purposes of acknowledging by them that they will upon payment of any funds due pursuant to said land installment contract, execute a warranty deed to the Sellers.

Sellers and Purchaser hereby agree as follows:

1. The Vendee agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be ninety-four thousand dollars (\$94,000.00).

Five hundred dollars \$500.00 shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Duration of this offer shall be _____ days and shall extend until 12:00 o'clock p.m. on day of January 2000.
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be on or before the _____ day of January 2000, or at such other date as may be agreed upon in writing by the parties.
5. At closing and upon the receipt of said purchase the Seller/Vendee shall do the following:
 - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except easements, conditions and restrictions of record as of the date this Contract is executed. Furthermore, the Vendee shall at the time of closing pay the Vendor from the proceeds of sale any and all dollar amounts owed the Vendor pursuant to the contract pertaining to the parties. All rights of dower shall be released.
 - (b) Pay any and all real estate taxes presently due.
 - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
6. Seller shall deliver possession and occupancy of the premises to Purchaser on or before 12:00 P.M. on March 31, 2000. Seller shall have until date of possession to remove any items from the premises. Seller shall hold Purchaser harmless for injuries sustained by Seller and/or their family members or agents sustained after the date of Closing.
7. Seller shall continue to collect rental income from the premises until date of possession. Seller shall retain liability insurance and be responsible for maintenance and care of rental property until date of possession.
8. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
9. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
10. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:

To the Purchaser: The Delaware County Commissioners
101 North Sandusky Street
Delaware, Ohio 43015

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To the Sellers

Mr. & Mrs. Charles Hughes
65 Joy Avenue
Delaware, Ohio 43015

11. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
12. This contract and sale is in lieu of eminent domain and amounts to an involuntary conversion.
13. Parties agree that this Contract shall survive the delivery of the Deed.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS agreement in duplicate this day of , .

We hereby accept the above Offer for Sale of Real Estate:

The undersigned Vendor on the last installment contract acknowledged to a copy of this contract and agreed to convey title to the Sellers upon receipt of all funds due pursuant to said land installment contract.

128 North Sandusky Street

Champ Smith, and Shirley Smith, husband and wife, (hereinafter referred to as "Sellers"), grants to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 128 North Sandusky Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be three hundred ninety eight thousand dollars (\$398,000.00).

Five hundred dollars \$500.00 shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Duration of this offer shall be days and shall extend until 12:00 o'clock p.m. on day of January 2000.
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be set within thirty (30) day from the date of the exercise of this Contract by the Purchaser, or at such other date as may be agreed upon in writing by the parties.
5. At closing and upon the receipt of said purchase the Seller shall do the following:
 - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except easements, conditions and restrictions of record as of the date this Contract is executed. Furthermore, the Vendee shall at the time of closing pay the Vendor from the proceeds of sale any and all dollar amounts owed the Vendor pursuant to the contract pertaining to the parties. All rights of dower shall be released.
 - (b) Pay any and all real estate taxes presently due.
 - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
6. Seller shall deliver possession and occupancy of the premises to Purchaser on or before 12:00 P.M. on March 31, 2000. Seller shall have until date of possession to remove any items from the premises. Seller shall hold Purchaser harmless for injuries sustained by Seller and/or their family members or agents sustained after the date of Closing.
7. Seller shall continue to collect rental income from the premises until date of possession. Seller shall retain liability insurance and be responsible for maintenance and care of rental property until date of possession.
8. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the

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closing

9. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
10. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:

To the Purchaser: The Delaware County Commissioners
101 North Sandusky Street
Delaware, Ohio 43015

To the Sellers Mr. & Mrs. Champ Smith
2966 Olentangy River Road
Delaware, Ohio 43015

11. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
12. This contract and sale is in lieu of eminent domain and amounts to an involuntary conversion.
13. Parties agree that this Contract shall survive the delivery of the Deed.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS agreement in duplicate this day of , .

124 North Sandusky Street

Mr. Michael Price and Mary Price, wife of Michael Price, 6170 Bloomfield Road, Centerburg, Ohio 43011, Sellers, (hereinafter referred to as "Sellers"), grants to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 124 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be one hundred and twenty eight thousand dollars (\$128,000.00).

Five hundred dollars \$500.00 shall be payable at the time of the signing of this Agreement with balance paid at closing.
3. The Duration of this offer shall be days and shall extend until 12:00 o'clock p.m. on day of January 2000.
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be set within thirty (30) day from the date of the exercise of this Contract by the Purchaser, or at such other date as may be agreed upon in writing by the parties.
5. At closing and upon the receipt of said purchase the Seller shall do the following:
 - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear and unencumbered except easements, conditions and restrictions of record as of the date this Contract is executed. Furthermore, the Vendee shall at the time of closing pay the Vendor from the proceeds of sale any and all dollar amounts owed the Vendor pursuant to the contract pertaining to the parties. All rights of dower shall be released.
 - (b) Pay any and all real estate taxes presently due.
 - (c) Pro-rate real estate taxes for the year 1999 based upon the latest available Auditor's Duplicate.
6. Seller shall deliver possession and occupancy of the premises to Purchaser on or before 12:00 P.M. on March 31, 2000

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- 7 Purchaser agrees to cooperate with Seller in assisting Seller to complete a Section 1031 Tax Deferred real estate Exchange at no Expenses to Purchaser. Purchaser and Seller agree to use Ohio Bar Title Insurance Company through its local office in Delaware. Ohio to complete said transaction. Seller shall identify the exchange property and notify the Purchaser of the property and the date and time for closing on the exchange property.
- 8. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
- 9. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
- 10. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:

To the Purchaser: The Delaware County Commissioners
101 North Sandusky Street
Delaware, Ohio 43015

To the Sellers Mr. & Mrs. Michael Price
6170 Bloomfield Road
Centerburg, Ohio 43011

- 11. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS agreement in duplicate this day of , .

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

RESOLUTION NO. 99-1064

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 10:13 AM:

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

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

RESOLUTION NO. 99-1065

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:43 AM:

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

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

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Letha George, Clerk to the Commissioners