

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 1999

	Special Revenue Fund
125-26-1250	Family Violence Prevention Fund Special Revenue Fund
126-26-1260	Project Homefront Grant Fund Special Revenue Fund

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
095-9510-015	Firing Range	\$ (830.54)
095-9510-020	Firing Range	\$ (35.66)
095-9510-040	Firing Range	\$ (132.66)
095-9510-047	Firing Range	\$ 20.50
077-7710-030	Lodging Tax	\$ (35,924.46)
077-7710-020	Lodging Tax	\$ (500.00)
080-4070-040	Issue II Projects Fund	\$ (318,108.10)
082-2050-015	Public Transportation Fund	\$ (22,787.40)
082-2050-020	Public Transportation Fund	\$ (12,712.65)
082-2050-040	Public Transportation Fund	\$ (1,692.28)
092-9210-020	LEAP Grant	\$ (13,268.10)
092-9210-040	LEAP Grant	\$ (3,278.00)
116-1160-020	Vision Insurance Fund	\$ (8,135.05)

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
005-4030-013 M&G – Medicare	005-4020-013 M&G - Medicare	\$ 300.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
073-2840-047 Title Administration Fund – Transfers	001-2810-087 General Fund - Transfer-in	\$ 100,000.00
095-9510-047 Firing Range Fund – Transfers	001-0120-087 General Fund - Transfer-in	\$ 20.50

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

RESOLUTION NO. 99-1070

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM MPH ENTERPRISES, INC. (DBA ALUM CREEK MARKET) TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that MPH Enterprises, Inc., (DBA Alum Creek Market) has requested for a new C2

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permit located at 5742 East State Route 37, Delaware, Ohio, and

Whereas, the Berlin Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 99-1071

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM JEFFERY E. HILYARD (DBA MICHAEL CHARLES PREMIER WINES) TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Jeffery E. Hilyard (DBA Michael Charles Premier Wines) has requested for a new C1-C2 permit located at 3972 Powell Road, Powell, Ohio, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 99-1072

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM RENNOB, INC. TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Rennob, Inc. has requested for a new D3 permit located at SE Corner of Polaris Parkway Columbus, Ohio, and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 99-1073

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM RENNOB, INC. TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Rennob, Inc. has requested for a new D2 permit located at East Side of Polaris Parkway between Cameron Avenue and Powell Road, Columbus, Ohio, and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division

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of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 99-1074

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 77.5, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Delaware Township to City of Delaware, and

Whereas, David C. Shade, 410 Delaware County Bank Building, 41 North Sandusky Street, P. O. Box 438, Delaware, Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that **Monday, March 13, 2000, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 99-1075

IN THE MATTER OF PLATS APPROVAL FOR PAGLIACCI SUBDIVISION AND DAKHTEH TWO:

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

Pagliacci Subdivision

Situated in the Township of Trenton, County of Delaware, State of Ohio and being part of Farm Lot 28, Quarter – Township 4, Township 4, Range 16, in the United States Military Lands. Being a subdivision of 27.298out of an original 50.000 Acres owned by Vista Land Company, LLC as recorded in O. R. 1, Pg. 1018 in the Delaware County Recorder’s Office. Lot fee in the amount of \$15.00.

Dakhteh Two

Situated in the Township of Concord, County of Delaware, State of Ohio, and being a part of Farm Lot 33 and Farm Lot 40, Section 3, Township 4, Range 19, United States Military Lands, and being part of the same Tract as conveyed to Dakhteh Developments, Inc. as recorded in Deed Book 512, Page 454, County Recorder’s Office, Delaware, Ohio and originally subdivided as lots numbered 4891 to 4893 inclusive as recorded in Cabinet 1, Slide 226-226A. Lot fee in the amount of \$36.00.

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

RESOLUTION NO. 99-1076

IN THE MATTER OF APPROVING THE SUBDIVIDER’S AGREEMENT FOR BRYN MAWR AT DELAWARE, SECTION 2:

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

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 27th day of December, 1999, between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **BRYN MAWR AT DELAWARE SECTION 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the

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Engineer's Estimate approved December 13, 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 said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees. **All public improvement construction** shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**, 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.

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **NINETY THOUSAND SEVEN HUNDRED TWELVE DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory, 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.

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

CONSTRUCTION

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

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

The **SUBDIVIDER** shall, 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. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

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

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

RESOLUTION NO. 99-1077

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR HIGHLAND LAKES EAST, SECTION 14, PHASE 1; SHERBROOK, PHASE 4 AND DAKHTEH TWO:

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

Highland Lakes East, Section 14, Phase 1

The roadway construction of the above referenced project has been completed and as the result of a recent field review, the County Engineer has determined that minor remedial work will be required during the year 2000 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at \$22,323.00 for the duration of the one year maintenance period. A Bond in that amount has been submitted. Request approval to return the Bond currently being held as construction surety to the developer, Dominion Homes.

Sherbrook, Phase 4

The roadway construction of the above referenced project has been completed and as the result of a recent field review, the County Engineer has determined that minor remedial work will be required during the year 2000 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at \$59,600.00 for the duration of the one year maintenance period. An Amendment to their Letter of Credit is currently in place for that amount.

Dakhteh Two Subdivision

The roadway construction of the above referenced project has been completed and as the result of a recent field review, the County Engineer has determined that minor remedial work will be required during the year 2000 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at \$5,000.00 for the duration of the one year maintenance period. A Letters of Credit to cover that amount is in place.

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

RESOLUTION NO. 99-1078

IN THE MATTER OF ACCEPTING ROADS IN PARKSHORE, SECTION 3 AND WALKER WOOD, SECTION 2, PHASE 1:

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

Parkshore, Section 3

- An extension of 0.34 mile to **Township Road Number 621, Spinnaker Drive**
- **Sea Drive**, to be known as **Township Road Number 884**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, M/I Schottenstein Homes

Walker Wood, Section 2, Phase 1

- **Tucker Trail**, to be known as **Township Road Number 885**
- **Marshall Court**, to be known as **Township Road Number 886**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Planned Communities, Inc.

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

RESOLUTION NO. 99-1079

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IN THE MATTER OF APPROVING ROAD NAME CHANGES FOR OAK CREEK EAST, SECTION 1 AND WINDING CREEK ESTATES 2:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the corrections to street names as follows:

In Oak Creek East, Section 1:

Township Road Number 875 was accepted as **Aurora Drive**; this in fact should be **Aurora Avenue**

In Winding Creek Estates 2:

Township Road Number 882 was accepted as **Briarwood Lane**; this in fact should be **Berrywood Drive**

Township Road Number 883 was accepted as **Winding Creek Drive**; this in fact should be **Winding Creek Lane**

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

RESOLUTION NO. 99-1080

IN THE MATTER OF AWARDING CONTRACTS AND APPROVING COMPENSATION FOR EASEMENT PURCHASE AGREEMENT FOR PUBLIC RIGHT OF WAY AND /OR TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION:

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

Whereas, additional land is needed for road purposes on Adams Road in Delaware County, Ohio, and

Whereas, property owners have been contacted, and reasonable purchase agreements for public right-of-way have been determined and agreed upon, and

Whereas, the following property owners have committed to accept payment as indicated in documentation below to be just and equitable for land taken and damages sustained by reason of the improvement of bridge replacement for Adams Road, Delaware County, Ohio

Therefore Be It Resolved, compensation in the amounts listed below be awarded.

Connie Louise & Lloyd Smith	\$3,630.00
Brenda M. Taylor	\$2,000.00
Augusta H. Roth	\$8,990.00

Connie and Lloyd Smith, III

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Connie Louise Smith and Lloyd L. Smith, III, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated the "BUYER", witnesseth:

- Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at 5682 Harlem Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION
- The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a permanent easement for highway construction purposes over the lands located at 5682 Harlem Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " B"
- The purchase price for both the permanent and temporary construction easements including all damages is three thousand six hundred and thirty dollars (\$3,630.00), payable at closing.
- Possession will be at Closing.
- The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
- The Buyer also agrees to the following additional items of consideration:

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- A. Contractor needs to contact owner before fence removal.
- 7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Brenda M. Taylor

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Brenda M. Taylor, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated

- 1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at 5734 Harlem Road, Galena, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION

- 2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a permanent easement for highway construction purposes over the lands located at 5734 Harlem Road, Galena, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " B"

- 3. The purchase price for both the permanent and temporary construction easements including all damages is two thousand dollars (\$2,000.00), payable at closing.
- 4. Possession will be at Closing.
- 5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
- 6. The Buyer also agrees to the following additional items of consideration:
 - A. Contractor needs to contact owner before fence removal.
 - B. Contractor to contact owner regarding relocation of rock on property corner.

- 7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Augusta H. Roth

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Augusta H. Roth, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated the

- 1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at 10200 Adams Road, Galena, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION

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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 appoint individual(s) to the Board of Zoning Appeals for a five (5) year term, beginning January 1, 2000 and ending December 31, 2004.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint William Shively to the Board of Zoning Appeals.

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

RESOLUTION NO. 99-1084

IN THE MATTER OF ACCEPTING FACT FINDERS RECOMMENDATION FOR EMS COLLECTIVE BARGAINING AGREEMENT:

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

WHEREAS, Delaware County Emergency Medical Service and the International Association of EMT's and paramedics (IAEP), have been involved in collective bargaining for an initial union contract and

WHEREAS, the negotiations have resulted in a dispute over the single issue of Fair Share, and

WHEREAS the agreed upon resolution for disputes was to take the initial step of fact finding, and

WHEREAS the fact finders decision resulted in a recommendation that fair share not be contained in the collective bargaining agreement

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Delaware County that the Board accepts the fact finders recommendation not to allow fair share in the collective bargaining agreement.

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

RESOLUTION NO. 99-1085

IN THE MATTER OF DELEGATING TO THE COUNTY ADMINISTRATOR THE AUTHORITY TO CARRY OUT THE FUNCTIONS OF THE BOARD DURING A DISASTER OR EMERGENCY:

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

WHEREAS, Senate Bill 31 authorizes a Board of County Commissioners to delegate to the county administrator by resolution the authority to carry out any and all functions of the Board during a disaster or emergency, and

WHEREAS, Senate Bill 31 authorizes a Board of County Commissioners to declare the existence of an emergency under the state's competitive bidding statutes by a unanimous vote of two present members, instead of a vote of three present members, which was required under former law, and

WHEREAS the declaration of an emergency eliminates the requirement for competitive bidding

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County that in the event that two Commissioners ca not be present to take action, and reasonable efforts have been made to reach them ; the Board hereby delegates to the county administrator the authority to:

1. Purchase, lease or contract to acquire goods or materials necessary during a declared emergency. The estimated amount of such purchases may not exceed fifty thousand dollars.
2. Approve and authorize the Accounts Payable Register for the release of funds to vendors for services rendered.

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

RESOLUTION NO. 99-1086

IN THE MATTER OF APPROVING CONTRACTS FOR PURCHASE REAL ESTATE AT 138 NORTH SANDUSKY STREET AND 118 NORTH UNION STREET:

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

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138 North Sandusky Street

Dr. Robert E. Green and Mitzi L. Green, husband and wife, (hereinafter referred to as "Sellers"), grant 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 138 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 seventy-three thousand dollars. (\$73,000.00). 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 thirty (30) days and shall extend until 12:00 o'clock p.m. on 22 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) days 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 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 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.
6. Seller shall deliver possession and occupancy of the premises to the Purchaser on or before 12:00 P.M. on . Sellers shall have until date of possession to remove any items from the premises. Sellers shall hold Purchaser harmless for injuries sustained by Sellers and/or their family members of agents sustained after the date of Closing.
7. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
8. Purchaser grants to seller an access easement, 12 feet wide and running parallel to the northern boundary line of the subject property. Said easement is depicted in Exhibit "B".
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: Dr. & Mrs. Robert E. Green
327 Orchard Canyon
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. The access easement to be granted Seller pursuant to paragraph 8 shall be reflected in the deed from Seller to Buyer.
13. The parties agree that this contract is entered into as a convenience to the Buyer in lieu of eminent domain proceedings and that the Seller is entering into this contract to transfer its property as an involuntary conversion resulting from any such eminent domain proceedings.

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IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 22 day of December, 1999.

118 North Union Street

Thomas D. Lawson, and Anissa Lawson, husband and wife, (hereinafter referred to as "Sellers"), grant 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 118 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

The Sellers and the Purchaser agree that the Sellers are presently purchasing said real estate as Vendees on a lease-purchase agreement wherein Patrick D. Paykoff, an unmarried man, is the Vendor, and both Seller and Purchasers acknowledging that signing of this contract by Patrick D. Paykoff is for purposes of acknowledging by him that he will upon payment of any funds due pursuant to said lease-purchase agreement, execute a warranty deed to the Sellers.

Seller and Purchasers hereby agree as follows:

1. The Vendee agrees to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be eighty-seven thousand dollars. (\$87,000.00). 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 of .
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be on or before 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 Sellers / 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 Seller.
 - (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 the Purchaser on or before 12:00 P.M. on June 30, 2000. Seller shall have until date of possession to remove any items from the premises. Sellers shall hold Purchaser harmless for injuries sustained by Seller and/or their family members of 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

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Delaware, Ohio 43015

To the Sellers: Mr. & Mrs. Thomas D. Lawson
256 Downing 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 , 1999.

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

10:00 AM Bid Opening for Transportation Services for the Department of Human Services

No bids received.

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George
Clerk to the Commissioners