

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 1, 1999**

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

James Ward , Deborah Martin, Donald Wuertz

**RESOLUTION NO. 99-446**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD MAY 24, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, May 24, 1999.

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

**PUBLIC COMMENT**

**RESOLUTION NO. 99-447**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 243562 THROUGH 244090 :**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 243562 through 244090 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-448**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Commissioners are requesting that David Cannon Attend a GFOA Effective Management for Government Leaders Seminar at Huron, Ohio on July 12 and 13, 1999 in the amount of \$200.00.

Engineering is requesting that Jack Jennings attend a Management Skills Seminar at Dayton on June 7 & 8, 1999, in the amount of \$594.00.

Dog Warden is requesting that Jay Shannon attend a Dog Fighting Investigations Seminar at Toledo on May 26, 1999, in the amount of \$10.00

Emergency Services is requesting that Larry Fisher attend the National Emergency Number Conference at Charlotte, North Carolina on June 12 through 16, 1999, in the amount of \$1,653.88.

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

**RESOLUTION NO. 99-449**

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

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

**NEW FUND**

124-26-1240	Juvenile Accountability Incentive Grant Special Revenue Fund
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**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
124-1240-010	Juvenile Accountability Grant - Salaries	\$ 13,926.00
124-1240-011	Juvenile Accountability Grant - Fringe Benefits	\$ 195.00
124-1240-012	Juvenile Accountability Grant - PERS	\$ 1,887.00

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

**RESOLUTION NO. 99-450**

**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 87.677, MORE OR LESS, ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF GALENA 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 BerkshireTownship to Village of Galena, and

Whereas, Michael T. Shannon of Thompson, Hine & Flory, 10 West Broad Street, Columbus, Ohio 43215-3435 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 2, 1999, 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: Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

**RESOLUTION NO. 99-451**

**IN THE MATTER OF APPROVING PLAN FOR DORNOCH ESTATES, SECTION 2; OLIVE GREEN ROAD BRIDGE PLAN; AND PLAT AND DITCH PETITION FOR MEDALLION ESTATES , SECTION 8:**

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

**Dornoch Estates - Plan**

Street, Storm, and Water Improvements

**Olive Green Road Bridge Plan**

The replacement of an existing bridge on Olive Green Road over Big Walnut Creek.

**Medallion Estates, Section 8 Plat and Ditch Petition**

Situated in the State of Ohio, County of Delaware, Township of Genoa and in Farm Lot 2, Quarter Township 4, Township 3, Range 17, United States Military Lands containing 7.841 acres of land, more or less, said 7.841 acres being part of Tract of land conveyed to Medallion Properties, LLC, by deed of record in Deed Book 651 , Page 506 of the Recorder’s Office, Delaware County, Ohio. Lots numbers 4585 through 4599. Lot fee in the amount of \$45.00.

**DITCH MAINTENANCE PETITION**

We the undersigned owners of 7.84 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Medallion Estates, Section 8 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

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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 Medallion Estates, Section 8.

The cost of the drainage improvements is \$155,792.00 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. Fifteen 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, \$10,386.13 per lot. An annual maintenance fee equal to 2% of this basis \$207.72 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 \$3,115.80 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. Wuertz        Aye        Mr. Ward            Aye        Mrs. Martin        Aye

**RESOLUTION NO. 99-452**

**IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR DESERET SUBDIVISION; HARVEST WIND, SECTION 4; AND WALKER WOOD , SECTIONS 8 & 11:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following subdivider's agreements.

**Deseret Subdivision**

**THIS AGREEMENT** executed on this 1 st day of June 1999, between **CHARLES VINCE**, as evidenced by the **DESERET SUBDIVISION** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FORTY-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

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thirty percent (30%) of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

**AGREEMENT.**

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

**EXHIBIT "A"**

CONSTRUCTION ESTIMATE – STREET	\$ 79,262.00
CONSTRUCTION ESTIMATE – EARTHWORK	348,134.00
CONSTRUCTION ESTIMATE – STORM	37,057.00
CONSTRUCTION ESTIMATE – CONSPAN	43,000.00
<b>TOTAL</b>	<b>\$507,453.00</b>

**Harvest Wind, Phase 4**

**THIS AGREEMENT** executed on this 1st day of June 1999 between **HOOVER OAKS DEVELOPMENT COMPANY, AN OHIO GENERAL PARTNERSHIP**, as evidenced by the **HARVEST WIND PHASE 4** 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 **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or villages** and

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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 **THIRTY TWO THOUSAND THREE HUNDRED DOLLARS (\$32,300,00)** 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

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the County.

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

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

**EXHIBIT "A"**

CONSTRUCTION ESTIMATE - STREET	\$191,677.50
CONSTRUCTION ESTIMATE - STORM	88,831.74
CONSTRUCTION ESTIMATE – EARTHWORK	<u>122,152.45</u>
	<b>\$402,700.00</b>

**Walker Wood, Section 8 & 11**

**THIS AGREEMENT** executed on this 1<sup>st</sup> day of June 1999, between **PLANNED COMMUNITIES, AGENT FOR ROCKFORD HOMES**, as evidenced by the **WALKER WOOD SECTIONS 8 & 11** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**EXHIBIT "A"**

CONSTRUCTION ESTIMATE – STREET	\$563,860.00
CONSTRUCTION ESTIMATE – EROSION	63,506.25
CONSTRUCTION ESTIMATE – STORM	<u>118,550.00</u>
<b>TOTAL</b>	<b>\$745,916.25</b>

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

**RESOLUTION NO. 99-453**

**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 right-of-way work permit summary sheet:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2200	Ameritech	Worthington Road	Place plastic duct

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

**RESOLUTION NO. 99-454**

**IN THE MATTER OF APPROVING CONTRACT WITH ARMSTRONG STEEL ERECTORS FOR THE MAIN ROAD BRIDGE REPLACEMENT:**

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

**AGREEMENT** made and entered into this 1<sup>st</sup> day of June, 1999, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **ARMSTRONG STEEL ERECTORS**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **SIX HUNDRED**

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**THIRTY-NINE THOUSAND FOUR HUNDRED DOLLARS AND FORTY-FIVE CENTS** to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all the necessary material, labor and equipment required to complete the project known as **Main Road Bridge Replacement**, Delaware County, Ohio, in accordance with **Plans, Drawings, General Specifications, Invitation to Bid for same hereto attached**; which **Plans, Drawings, General Specifications, State of Ohio Department of Transportation Specifications and Invitation to Bid** are hereby declared to be a part of this **Contract**.

**SAID SECOND PARTY** hereby agrees to hold **Delaware County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees resulting from any operations of said **SECOND PARTY**, his subcontractors, agents or employees.

**SECOND PARTY** further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the Delaware County Engineer with a certified copy of the Contractor's payroll. **SECOND PARTY** also agrees that it will be his sole responsibility to provide any and all revisions to the **Prevailing Wage Rates** as provided to him by **Delaware County** during the course of this project to any and all subcontractors he may use on this project.

**WITNESS**, our hands the day and year first above written.

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

**RESOLUTION NO. 99-455**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE OLIVE GREEN ROAD BRIDGE REPLACEMENT:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, June 28, 1999, at 10:00 AM**

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

**RESOLUTION NO. 99-456**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE FOR THE 1999 RESURFACING PROGRAM:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, June 21, 1999, at 9:45 AM**

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

**RESOLUTION NO. 99-457**

**IN THE MATTER OF APPROVING AGREEMENT WITH TARTAN FIELDS GOLF CLUB, LTD FOR THE CONSTRUCTION AND MAINTENANCE OF A STRUCTURE OVER CONCORD ROAD.**

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

The county of Delaware, Ohio ("GRANTOR"), BY AND THROUGH ITS Board of County Commissioners, pursuant to Resolution Number 99-456, adopted June 1, 1999, for valuable consideration paid, the receipt of which is hereby acknowledged, does hereby grant TARTAN FIELDS GOLF CLUB, LTD., an Ohio limited liability company (the "Grantee"), its successors and assigns, an exclusive right to construct, maintain, repair, remove and replace a golf cart overpass and appurtenant improvements (hereinafter referred to as the "Structure") within an area 20 feet in width over Concord Road (C.R. 129), the bottom of said Structure being a minimum of 16 feet 2 inches above the normal pavement surface of said Concord Road, as more particularly described on Exhibit A attached hereto.

Grantee, its successors and assigns, shall maintain the Structure as shown on the applicable plans on file in the office of the County Engineer, until either the Structure is removed by grantee, its successor or assign, or the rights granted to Grantee hereunder are revoked by Grantor as set forth below.

The rights granted to Grantee hereunder shall not be revoked, and Grantor hereby waives all right to revoke and rights, except under one or more of the following conditions:

- 1. Grantee fails to maintain and repair the Structure as required hereunder, and such failure continues for a period of sixty (60) days after Grantor provides Grantee with written notice of failure, plus such additional periods of time as may be required due to inclement whether, acts of God or other circumstances beyond Grantee's reasonable control. For purposes of this provision, grantor hereby reserves the right to inspect the Structure from time to time,



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upon reasonable notice.

2. Concord Road is widened pursuant to a public project duly approved and authorized in accordance with Ohio law; provided, however, that Grantor shall grant Grantee, upon request, the right to construct, maintain, repair, remove and replace a golf cart overpass and appurtenant improvements at the same location over Concord Road as widened.
3. The height of the Structure above the normal pavement surface of Concord Road is no longer in compliance with minimum height requirements established by Ohio law; provided, however, that Grantor shall grant Grantee, upon request, the right to construct, maintain, repair, remove and replace a golf cart overpass and appurtenant improvements at the same location that comply with the then applicable minimum height requirements.

Grantee hereby certifies that it is a limited liability company organized and existing and in good standing under the laws of the State of Ohio. Grantor hereby certifies that this Agreement is executed pursuant to authority lawfully bestowed upon the Delaware County Board of Commissioners for the County of Delaware, Ohio.

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

**RESOLUTION NO. 99-458**

**IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR RIVER BEND, SECTION 1; TARTAN FIELDS, PHASES 14 & 15 AND WHITETAIL MEADOWS:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve sanitary sewer plans for River Bend, Section 1; Tartan Fields, Phases 14 & 15; and Whitetail Meadows for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 99-459**

**IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENTS WITH WOODS OF DORNOCH, SECTION 1:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following subdivider's agreement.

**Woods at Dornoch, Section 1**

This agreement executed on this 1st day of June, 1999, by and between NEW GREENS HIGHLANDS DEVELOPMENT LIMITED SUBDIVIDER, as evidenced by the THE WOODS AT DORNOCH SECTION 1 and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set 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 (\$146,000.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$8,760.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

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

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

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

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

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**RESOLUTION NO. 99-460**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE GRANT EXTENSION FORM FOR THE COUNTY'S FY 97 FORMULA CDBG PROGRAM**

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) program for the purpose of addressing local government needs; and

WHEREAS, Delaware County has been awarded FY 97 Formula CDBG funds by the Ohio Department of Development (ODOD) to facilitate the implementation of community redevelopment projects throughout the County, and the County has executed a Grant Agreement (Grant Number B-F-97-020-1) with ODOD pertaining to the use of FY 97 Formula funds for these projects; and

Whereas, a delay in the implementation of a project in the County's FY 97 Formula CDBG Program has necessitated that a second program extension be authorized.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

SECTION I. That the Delaware County Board of Commissioners hereby authorizes the President of the Board as the official representative of the County's FY 97 Formula CDBG program to execute the extension 02 form in triplicate for Grant Number B-F-97-020-1.

SECTION II. That the Board of Commissioners understands and agrees that participation in the CDBG Program requires compliance with Program guidelines and assurances.

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

**RESOLUTION NO. 99-461**

**A RESOLUTION AWARING CONTRACT FOR THE BROWN TOWNSHIP HALL ADA IMPROVEMENTS**

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) program for the purpose of addressing local government needs; and

WHEREAS, Delaware County has been awarded FY 98 Formula CDBG funds by the Ohio Department of Development (ODOD) to facilitate the implementation of community redevelopment projects throughout the County, with one such project being ADA improvements to the Brown Township Hall; and

WHEREAS, Delaware county has solicited bids for the referenced project, and determined that the bid submitted by Countryside Construction is the lowest and best bid.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

SECTION I. That the Delaware County Board of Commissioners accepts the bid in the amount of \$16,159 as submitted Countryside Construction Company, Incorporated for the Brown Township Hall ADA Compliance Improvements Project.

SECTION II. That the Board of Commissioners authorizes the President of the Board to execute a construction contract for the referenced project, contingent upon Brown Township providing \$1,059 to complete the project financing.

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

**RESOLUTION 99-462**

**IN THE MATTER OF ACCEPTING ROADWORK DEVELOPMENT FUNDS FROM THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE GREIF BROS. EXPANSION PROJECT**

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

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WHEREAS, the Ohio Department of Development (ODOD) provides financing assistance through the Roadwork Development Account to assist in the implementation of projects that will create jobs and enhance the local economic base; and

WHEREAS, Greif Bros. intends to undertake a project that will result in the creation of at least 100 jobs and an investment of approximately \$8,500,000; and

WHEREAS, ODOD has committed \$650,000 to Delaware County in Roadway Development funds to help pay for the roadway improvements needed to make the proposed project site accessible.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

SECTION I. That the Delaware County Board of Commissioners hereby accepts the grant and establishes a Roadway Development Fund (081-01-8110) a Capital Project Fund of \$650,000 to help pay for the necessary road improvements.

SECTION II. Upon passage of this resolution, the President of the Board shall be authorized to execute the Grant Agreement with ODOD governing the use of the Roadwork Development Account funds.

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

**RESOLUTION NO. 99-463**

**IN THE MATTER OF ADOPTING A RESOLUTION ENTERING INTO A CONTRACT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND EMERGITECH, INC. OF REYNOLDSBURG, OHIO, TO PROVIDE PUBLIC SAFETY SOFTWARE AND PROFESSIONAL SERVICES:**

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

WHEREAS, the Emergency Services Directorate, Emergency Communications (EC) Department, desires to automate many of it's manually performed functions to result in faster processing and more accurate and complete records, and

WHEREAS, the system desired must represent state-of-the-art technology and have the ability to be expanded based on the needs of Emergency Communications and the growth of the county, and

WHEREAS, EmergiTech, Inc. of Reynoldsburg, Ohio was selected as the vendor of choice that is offering a state-of-the-art system that meets all of the needs and requirements of Emergency Communications;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County and EmergiTech, Inc. of Reynoldsburg, Ohio enter into this contract in consideration of the mutual advantages to each party, and by the promises each of the other have made, it is hereby agreed that: Complete Statement of Work is on file at the Commissioners Office.

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

**RESOLUTION NO. 99-464**

**IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:**

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

Jeanette Adair is being promoted to TCO II; effective date of promotion is May 29, 1999

Larry Ramey is being promoted to TCO II; effective date of promotion is May 29, 1999

John Kneisly is being promoted to TCO II; effective date of promotion is May 29, 1999

Terry R. Webb is being promoted to a full time position; effective date of promotion is May 24, 1999

Jonathan Shinkle is being promoted to a full time position; effective date of pomotion is May 24, 1999

Byran Russell is being promoted to a full time position; effective date of promotion is May 24, 1999

Thomas Grewell is being promoted to a full time position; effective date of promotion is May 24, 1999

Scott Gano is being promoted to a full time position; effective date of promotion is May 24, 1999

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Jason Brockmeyer is being promoted to a full time position; effective date of promotion is May 24, 1999

Chris Bower is being promoted to the position of Crew Chief/Med Tech III; effective date of promotion is May 24, 1999

Robert Fish is being promoted to the position of Crew Chief/Med Tech III; effective date of promotion is May 24, 1999

Joe Starlin is being promoted to Med Tech III position; effective date of promotion is May 24, 1999

Mark Schlauder is being Reinstated to Crew Chief; effective date of reinstatement is June 7, 1999

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

**7:30 PM**

**RESOLUTION NO. 99-465**

**IN THE MATTER OF ANNEXATION HEARING FOR 2.031 ACRES, MORE OR LESS, OF LAND LOCATED IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

Mr. Ward explained that the petitioner of this annexation request is a relative; therefore, he will not participate in the discussion or vote on the application.

Hearing was opened at 7:30 PM. Agent for the Petitioner and Petitioner were present to answer any questions. There was no opposition to the annexation.

Hearing was closed at 7:34 PM.

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following;

**ORDER OF COMMISSIONERS FOR ANNEXATION OF 2.031 ACRES OF LAND FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

The Commissioners of Delaware County, Ohio having on the 1st day of June 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 1st day of June, 1999.

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

**8:00 PM**

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**RESOLUTION NO. 99-466**

**CONTINUATION OF PUBLIC HEARING – BASHAM LANE ROAD VACATION**

Mr. Wuertz resumed the hearing at 8:00 PM

Testimony was heard from the petitioner, Mrs. Bonie Helber; petitioners attorney, Mr. Ed Flahive; Mr. Grove; Mr. Dan Basham; Kingston Township Trustee, Mr. Walter VanHouten; County Engineer, Chris Bauserman and Assistant County Prosecutor, Mr. Dane Gasham.

There being a need to research points of law, Mrs. Martin moved to continue the hearing to July 12, 1999, at 9:30 AM. Mr. Ward seconded the motion.

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

**RESOLUTION NO, 99-467**

**IN THE MATTER OF PUBLIC HEARING FOR RENEWAL OF REAL PROPERTY TRANSFER TAX FOR A PERIOD OF TEN YEARS:**

Mr. Wuertz opened the hearing at 9:20 PM

Sheriff Myers presented information regarding how the revenue from the current tax is being Utilized and explained the need to renew.

Ms. Lorrain McLain of 369 Troy Road spoke against the tax siting it is unfair to the sellers of real estate to require them to pay this fee.

Mr. Tom Price of 4839 Warrensburg Road spoke in favor of the tax.

Hearing closed at 9:45 PM

**RESOLUTION LEVYING AN ADDITIONAL REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OHIO REVISED CODE:**

Whereas, additional moneys are needed for additional deputies and staff in the Sheriff's Office; and

Whereas, the Board of County Commissioners inacted an additional Real Property Tax in December 1994 for additional deputies which expires January 31, 1996 and

Whereas, the Board of County Commissioners and the County Sheriff wish to continue to employee the additional deputies hired in 1995, and

Whereas, the Board of County Commissioners may, pursuant to Section 322.02 Ohio Revised Code, levy and collect an additional tax known as Real Property Transfer Tax; and

Whereas, additional tax shall be at the rate of ten cents (\$.10) per hundred dollars for each one hundred dollars or fraction thereof value of real property or interest in real property located within the boundaries of the County granted, assigned, transferred or otherwise conveyed by such deed; and

Whereas, the first hearing pursuant to law was held on September 5, 1995 at 9:30 AM and the second hearing therefor was held on September 11, 1995 at 9:30 AM, both hearings being held at the Commissioners Office, pursuant to Legal Notice in the local newspaper;

Now, Therefore, upon the motion of Commissioner Jackson seconded by Commissioner Wuertz:

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

1.        The Board of County Commissioners, pursuant to Section 322.02 of the Ohio Revised hereby determines that it is necessary to levy an additional county Real Property Transfer Tax;
2.        That an additional Real Property Transfer Tax is in addition to any tax levied pursuant to Section 322.02 of the Ohio Revised Code; the additional Real Property Transfer Tax shall be at the rate of Ten Cents (\$.10) per hundred dollars for each one hundred dollars or fraction thereof value of real property or interest in real property located within the boundaries of the County granted, assigned, transferred or otherwise conveyed by such deed. The total amount of Real Property Transfer Tax shall be at the rate of Thirty Cents (\$.30) per hundred dollars for each one hundred dollars or fraction thereof value of real property or interest in real property located within the boundaries of the County granted, assigned, transferred

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or otherwise conveyed by such deed.

3. The Clerk of this Board of County Commissioners is directed to certify a copy of this Resolution to the Delaware County Auditor and shall go into effect February 1, 1996, upon adoption for period of five years.

There being no further business, the meeting adjourned.

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Deborah Martin

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James D. Ward

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Donald Wuertz

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Letha George, Clerk to the Commissioners