

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 1999**

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

Present: James Ward, Deborah Martin, Donald Wuertz

**8:00 AM Duncan Whitney, Delaware County Prosecutor**

**RESOLUTION NO. 99-928**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR MAE LOWE AND RUDOLPH LIBBY LITIGATION; REAL ESTATE ACQUISITION AND CONTRACT NEGOTIATIONS AT 8:15 AM:**

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

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

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:50 AM:**

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

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

**RESOLUTION NO. 99-929**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held November 1, 1999, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT -- None**

**RESOLUTION NO. 99-930**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 255941 THROUGH 256405:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 255941 through 256405 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-931**

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

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

Auditor is requesting that Shari Baker attend the Auditor's Conference at Columbus on December 7 through December 9, 1999, in the amount of \$265.00.

Human Services is requesting that Rhonda Leasure attend the WIA Implementation -JTPA Phase-Out Executive Forum at Columbus on November 9 through November 10, 1999, in the amount of \$313.00.

Human Services is requesting that Rhonda Leasure attend the Workforce Development Summit at Columbus on November 3, 1999, in the amount of \$33.00.

Juvenile Court is requesting that Eric Swayne attend the Mandt System at Canton on January 10 through January 14, 2000, in the amount of \$600.00.

Human Services is requesting that John Reeves attend the Cure Service Exam at Columbus on November 9, 1999, in the amount of \$21.00.

Human Services is requesting that Diana Bratton and Connie Ward attend the Welfare Reform Program on November 15, 1999, in the amount of \$30.00.

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Clerk of Courts is requesting that Betty Porter attend the Ohio Clerk of Courts Winter Conference at Columbus on December 7 through December 10, 1999, in the amount of \$319.00.

Sanitary Engineer is requesting that Julie Mays attend the Accounts Payable Workshop at Columbus on December 1 through December 2, 1999, in the amount of \$505.00.

Human Services is requesting that Mona Reilly, Rhonda Leasure and Perry Harper attend the Chamber of Commerce Membership Meeting at Delaware on November 10, 1999, in the amount of \$45.00.

Human Services is requesting that Carrie Block attend the Foster/ Adoption Coordinator Meeting at Columbus on January 11, 2000, in the amount of \$25.80.

Human Services is requesting that Carrie Block attend the Pre-Service (Foster/Adoptive) Training at Worthington on December 15 through December 17, 1999, in the amount of \$19.50.

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

**RESOLUTION NO. 99-932**

**IN THE MATTER OF CONGRATULATING KEVIN PATRICK DULL UPON RECEIVING THE EAGLE SCOUT AWARD:**

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

- Whereas,              Kevin Patrick Dull has been a member of Boy Scout Troop 428 of the Liberty Presbyterian Church, and
- Whereas,              Kevin Patrick Dull has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and
- Whereas,              The Board of Commissioners of Delaware County wishes to express congratulations to Kevin Patrick Dull on earning the Eagle Scout Award.

Now Be It Resolved : That the Board of County Commissioners of Delaware County hereby officially congratulates Kevin Patrick Dull on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, and

Be It Further Resolved: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

**RESOLUTION NO. 99-933**

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

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
091-9110-020	911	\$ 2,109.94
038-3530-047	Region 1A	\$ 1,931,699.06
055-5510-045	Debt Service	\$ 1,931,709.06
003-4510-020	Public Assistance	\$ 100,000.00
03-4540-020	Public Assistance	\$ 50,000.00
003-4550-015	Public Assistance	\$ 4,000.00
003-4580-020	Public Assistance	\$ 85,000.00
001-0220-047	General Fund - Human Services	\$ 200,000.00

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**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-0610-012 Prosecutor - PERS	001-0610-020 Prosecutor - Srvs & Chrgs	\$ 8,000.00
082-2050-015 DATA - Mat & Sup	082-2050-020 DATA - Srvs & Chrgs	\$ 15,000.00
020-2010-020 MRDD - Srvs & Chrgs	20-2010-040 MRDD - Equipment	\$ 6,000.00
001-0120-035 General Fund - Contingency	001-0120-047 General Fund - Transfers	\$ 2,109.94
911-9110-040 911 - Equipment	911-9110-020 911 - Srvs & Chrgs	\$ 15,000.00
911-9110-012 911 - PERS	911-9110-020 911 - Srvs & Chrgs	\$ 3,378.38
003-4510-011 Public Assistance - Benefits	003-4510-010 Public Assistance - Salaries	\$ 7,000.00
003-4520-012 Public Assistance - PERS	003-4510-010 Public Assistance - Salaries	\$ 6,000.00
003-4580-012 Public Assistance - PERS	003-4580-011 Public Assistance - Benefits	\$ 2,300.00
003-4540-011 Public Assistance - Benefits	003-4520-020 Public Assistance - Srvs & Chrgs	\$ 2,000.00
003-4540-010 Public Assistance - Salaries	003-4550-020 Public Assistance - Srvs & Chrgs	\$ 8,000.00
003-4510-013 Public Assistance - Medicare	003-4550-020 Public Assistance - Srvs & Chrgs	\$ 2,000.00
003-4510-013 Public Assistance - Medicare	003-4580-011 Public Assistance - Srvs & Chrgs	\$ 2,500.00
003-4510-013 Public Assistance - Medicare	003-4540-015 Public Assistance - Mat & Sup	\$ 300.00
003-4580-010 Public Assistance - Salaries	003-4540-015 Public Assistance - Mat & Sup	\$ 300.00
003-4580-010 Public Assistance - Salaries	003-4550-010 Public Assistance - Salaries	\$ 5,000.00
003-4580-010 Public Assistance - Salaries	003-4580-011 Public Assistance - Benefits	\$ 1,700.00
003-4520-012 Public Assistance - PERS	003-4550-011 Public Assistance - Benefits	\$ 1,700.00

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**TRANSFER OF FUNDS**

001-0120-047 General Fund – Transfers	911-9110-087 911 - Transfer-in	\$ 2,109.94
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038-3530-047	055-5510-087	\$	1,931,699.06
Region 1A – Transfers	Debt Service - Transfer-in		

001-0220-047	003-4510-087	\$	200,000.00
General Fund – Transfers	Public Assistance - Transfer-in		

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

**RESOLUTION NO. 99-934**

**IN THE MATTER OF APPROVING DITCH PETITIONS FOR SCIOTO RESERVE, SECTION 2, PHASES 1 & 2, SCIOTO RESERVE, SECTION 4, PHASES 1 & 2, RIVER BEND, SECTION 1, PHASE 1, RIVER BEND, SECTION 2 AND RIVER BEND, SECTION 3: AND SUBDIVISION PLATS FOR RIVER BEND, SECTION 2, WALKER WOOD, SECTIONS 8 & 11, SCIOTO RESERVE, SECTION 2, PHASE 1, SCIOTO RESERVE, SECTION 4, PHASE 1, VILLAGE AT ALUM CREEK, SECTION 4 AND BIG BEAR FARMS, SECTION 9:**

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

**Ditch Petition- Scioto Reserve, Section 2, Phases 1 & 2**

We the undersigned owners of 35.017 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as Scioto Reserve, Section 2, Phases 1 & 2 as evidenced by the subdivision plat (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 Eng accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Scioto Reserve, Section 2, Phases 1 & 2 Subdivision.

The cost of the drainage improvements is \$360,944.24 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. 87 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,343.46 per lot. An annual maintenance fee equal to 2% of this basis \$66.87 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 \$5,817.61 has been paid to Delaware County.

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

**Ditch Petition – Scioto Reserve, Section 4, Phases 1 & 2**

We the undersigned owners of 37.698 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as Scioto Reserve, Section 4, Phases 1 & 2 as evidenced by the subdivision plant (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for 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 Scioto Reserve, Section 4, Phases 1 & 2 Subdivision.

The cost of the drainage improvements is \$218,215.12 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. 94 lots are created in this plat and each lot receives an equal share of the

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benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,262.93 per lot. An annual maintenance fee equal to 2% of this basis \$45.26 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 \$4,254.31 has been paid to Delaware County.

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

**Ditch Petition- River Bend, Section 1, Phase 1**

We the undersigned owners of 73.72 acres in Liberty and Orange Township, Delaware County, Ohio propose to create a subdivision known as River Bend, Section 1, Phase 1 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the River Bend, Section 1, Phase 1 Subdivision.

The cost of the drainage improvements is \$333,365.00 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. 70 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, \$4,762.36 per lot. An annual maintenance fee equal to 2% of this basis \$95.25 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 \$6,667.50 has been paid to Delaware County.

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

**Ditch Petition – River Bend, Section 2**

We the undersigned owners of 60.02 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as River Bend, Section 2 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for 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 River Bend, Section 2 Subdivision.

The cost of the drainage improvements is \$188,362.00 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. 6 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, \$31,393.67 per lot. An annual maintenance fee equal to 2% of this basis \$627.87 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 \$3,767.22(\$3,139.35- Planned Communities (5 Lots); \$627.87 – Epcon Group (1 Lot), has been paid to Delaware County.

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

**Ditch Petition – River Bend, Section 3**

We the undersigned owners of 24.59 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as River Bend, Section 3 as evidenced by the subdivision plant (Exhibit "A" which is

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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 Co accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the River Bend, Section 3 Subdivision.

The cost of the drainage improvements is \$126,287.00 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. 39 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,238.13 per lot. An annual maintenance fee equal to 2% of this basis \$64.76 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 \$2,525.74 has been paid to Delaware County.

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

**River Bend, Section 2**

Situated in the Township of Orange, County of Delaware, State of Ohio, Located in part of Farm Lots 13, 16 and 17, Section 3, Township 3, Range 18, United States Military Lands, being a 60.016 Acre subdivision, there being 32.993 acres out of an original 59.317 acres conveyed as Tract 1 to Planned Communities, Inc. as recorded in Deed Book 657, Page 236, 0.913 acres out of 42.532 acres conveyed as Tract 3 to Planned Communities, Inc. as recorded in Deed Book 657, Page 236, a 0.673 Acre Tract conveyed to Planned Communities, Inc. as recorded in Deed Book , Page , a 24.860 Acre tract conveyed to the Epcon Group, Inc. as Parcel 1 as recorded in Deed Book 670, Page 460, a 0.076 Acre Tract conveyed to the Epcon Group, Inc. as Parcel 2 as recorded in Deed Book 670, Page 460 and 0.501 acres out of a 9.838 Acre Tract conveyed to Z G Company, an Ohio General Partnership, as recorded in Deed Book 504, Page 531; There being 0.501 acres in Farm Lot 13, 19.647 acres in Farm Lot 16 and 39.868 acres in Farm Lot 17. All references being to the record of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$24.00.

**Walker Wood, Section 8**

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 23, Quarter Township 4, Township 3, Range 17, United States Military Lands, containing 13.943 acres of land, more or less, said 13.943 acres being part of that tract of land conveyed to ROCKFORD HOMES, INC. by deed of record in Deed Book 663, Page 807, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$120.00.

**Walker Wood, Section 11**

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 23, Quarter Township 4, Township 3, Range 17, United States Military Lands, containing 6.442 acres of land, more or less, said 6.442 acres being part of that tract of land conveyed to ROCKFORD HOMES, INC. by deed of record in Deed Book 663, Page 807, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$27.00.

**Scioto Reserve, Section 2, Phase 1**

Situated in the State of Ohio, County of Delaware, Township of Concord, being 0.041 acres in Farm Lot 4, 0.315 acres in Farm Lot 12, 8.932 acres in Farm Lot 13, and 7.976 acres in Farm Lot 14 of, Section 2, Township 3, Range 19, containing 17.760 acres more or less, including 6.224 acres of right-of-way, out of the 17.760 Acre Tract conveyed to Homewood Homes, Inc. F.K.A. Homewood Corporation of record in Deed Book , Page , Records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$141.00.

**Scioto Reserve, Section 4, Phase 1**

Situated in the State of Ohio, County of Delaware, Township of Concord, being 0.082 acres in Farm Lot 30, 14.913 acres in Farm Lot 15, and 4.561 acres in farm Lot 16, of Section 2, Township 3, Range 19, containing 19.556 acres more or less, including 4.126 acres of right-of-way, and being 0.001 acres out of the original 63.545 Acre Tract conveyed to Triangle Properties, Inc., in Deed Book 663, at Page 646, 1.157 acres out of the original 20.147 Acre Tract conveyed to Triangle Properties, Inc., in Deed Book 663, at Page 648, and 18.398 acres out of the 36.540 Acre Tract conveyed to Homewood Homes, Inc. F.K.A. Homewood Corporation instrument number 1999\_\_\_\_\_. All of record in the Office of the Delaware County Recorder. Lot fee in the

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amount of \$132.00

**Village at Alum Creek, Section 4**

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lots 18, 19 and 20, Quarter Township 2, Township 3, Range 18, United States Military Lands, containing 28.491 acres of land, more or less, (11.019 acres of said 28.491 acres are in Farm Lot 18, 12.212 acres of said 28.491 acres are in Farm Lot 19 and 5.260 acres of said 28.491 acres are in Farm Lot 20) said 28.491 acres being comprised of part (20.448) of Tract 1, as the same is designated and described in the deed to M/I Schottenstein Homes, Inc. of record in Deed Book 645, Page 565, part (2.864 acres) of Tract 1, as the same is designated and described in the deed to M/I Schottenstein Homes, Inc. of record in Deed Book 645, Page 561, part (0.548 acres) of Tract 2, as the same is designated and described in the deed to M/I Schottenstein Homes, Inc. of record in Deed Book 645, Page 561, and part (4.631 acres) of Tract 2 as the same is designated and described in the deed to M/I Schottenstein Homes, Inc. of record in Deed Book 645, Page 565, all being records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$231.00.

**Big Bear Farms, Section 9**

Situated in State of Ohio, County of Delaware, Township of Liberty and in Farm Lots 10 and 11, Quarter Township 3, Township 3, Range 19, United States Military Lands, containing 34.427 acres of land, more or less, (31.957 acres of said 34.427 acres are in Farm Lot 10 and 2.470 acres of said 34.427 acres are in Farm Lot 11) said 34.427 acres being part of Parcel Six as the same is designated and described in the deed to NORTHWEST FARM PROPERTY, LLC of record in Deed Book 633, Page 513, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$216.00.

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

**RESOLUTION NO. 99-935**

**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR COVINGTON MEADOWS, SECTION 1:**

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

***THIS AGREEMENT*** executed on this 8<sup>th</sup> day of November, 1999, between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **COVINGTON MEADOWS SECTION 1** 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 Engineer's Estimate approved October 14, 1999, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of 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 **FORTY-SIX THOUSAND NINE HUNDRED DOLLARS (\$46,900)** 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

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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.

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

**RESOLUTION NO. 99-936**

**IN THE MATTER OF ACCEPTING ROADS IN HIGHLAND LAKES NORTH, SECTION 5, PHASE 2, DAVENTRY PARK, SECTION 1, PHASE 5 AND WALKER WOOD, SECTION 1:**

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

**Highland Lakes North, Section 5, Phase 2**

- **Augusta Drive**, to be known as **Township Road Number 869**

Return the Letter of Credit being held as maintenance surety to the developer, Planned Communities, Inc.

**Daventry Park, Section 1, Phase 5**

- An extension of 0.03 mile to **Township Road Number 685, Daventry Court**
- An extension of 0.05 mile to **Township Road Number 686, Clarington Court**
- **Berkeley Court**, to be known as **Township Road Number 868**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, F. A. Kohler Company.

**Walker Wood, Section 1**



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- Walker Wood Boulevard,, to be known as Township Road Number 867

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

**RESOLUTION NO. 99-937**

**IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN HIGHLAND LAKES NORTH, SECTION 5, PHASE 2, DAVENTRY PARK, SECTION 1, PHASE 5 AND WALKER WOOD, SECTION 1:**

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

**Highland Lakes North, Section 5, Phase 2**

- On Township Road Number 869, Augusta Drive, at its intersection with Township Road Number 591, Somerset Avenue

**Daventry Park, Section 1, Phase 5**

- On Township Road Number 868, Berkeley Court, at its intersection with Township Road Number 686, Clarington Court.

**Walker Wood, Section 1**

- On Township Road Number 867, Walker Wood Boulevard, at its intersection with County Road Number 14, Powell Road

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

**RESOLUTION NO. 99-938**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDING FOR SCIOTO RESERVE, SECTION 2, PHASE 1 AND SCIOTO RESERVE, SECTION 4, PHASE 1:**

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

**Scioto Reserve, Section 2, Phase 1**

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$227,000, and a Letter of Credit in that amount is provided to cover the bonding of this project.

**Scioto Reserve, Section 4, Phase 1**

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$458,700, and a Letter of Credit in that amount is provided to cover the bonding of this project.

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

**RESOLUTION NO. 99-939**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN WALKER WOOD, SECTIONS 8 & 11:**

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

Walker Wood, Sections 8 & 11            2,835 Feet of 8 Inch Sewer            10 Manholes

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

**RESOLUTION NO. 99-940**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

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Chad Antle has accepted our offer of employment as Assistant Sanitary Engineer for Sanitary Engineer; effective date of hire is January 3, 2000.

Patricia Steele has accepted our offer of employment as Fiscal Supervisor/ Office Manager for Human Service; effective date of hire is November 29, 1999.

Mildred Cook is retiring as Income Maintenance Worker 3 for Human Services; effective date of retirement is November 30, 1999.

Todd Fox has accepted our offer of employment as Water Reclamation Operator for OECC; effective date of hire is November 22, 1999.

Patricia Rayburn has accepted our offer of employment as Income Maintenance Worker III for Human Services; effective date of hire is November 15, 1999.

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

**RESOLUTION NO. 99-941**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR SNOW REMOVAL:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, November 22, 1999, at 10:00 AM.**

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

**RESOLUTION NO. 99-942**

**IN THE MATTER OF APPROVING THE CONTRACT WITH STEVEN HIRSCH,MD, AS DEPUTY COUNTY CORONER:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the contract with Steven Hirsch:

This 8th day of November,1999, by and between the County of Delaware by the Delaware County Commissioners and Steven Hirsch, MD, hereinafter referred to as Deputy County Coroner.

**Whereas**, Daniel Traetow, MD, Delaware County Coroner requires the assistance of a Deputy to perform the tasks and services of Coroner when he is physically unable to be present and whereas Steven Hirsch, MD, agrees to provide the services and perform the tasks determined by the Delaware County Coroner including, but not limited to performing all duties of the Coroner when the Coroner is absent or physically can not be present.

**Now therefore**, in consideration of the following covenants by each party made it is agreed as follows:

1. Steven Hirsch shall serve as Deputy County Coroner at the will of Daniel Traetow, MD, duly elected Delaware County Coroner.
2. For the services performed by Steven Hirsch as Deputy County Coroner, the Board of County Commissioners agree to pay the sum of \$3,600.00 annually. Said sum to be paid in twenty-six (26) equal, bi-weekly installments of \$150.00.
3. Both parties agree that the relationship herein formed is one of an independent contractor and Steven Hirsch, MD, shall be responsible for all Federal, State, Local and Social Security taxes, and all insurance and worker's compensation obligations arising out of this contractual arrangement.
4. Either party may terminate this contract by providing the other party written notice sixty (60) days in advance.
5. Should Steven Hirsch, MD, as contractor, drive his personal vehicle as a part of his duties under this contract, he is covered by the Delaware County automobile insurance as provided for in Delaware County Self-Insurance program dated June 15, 1998. To maintain this eligibility for coverage the contractor must comply with all of the following:
  - a) the contractor must complete a Driver's Record Card,
  - b) be an approved driver by the County Safety Coordinator,
  - c) must carry at least 100,000/300,000/100,00 coverage, and
  - d) must comply with all Delaware County personnel policies with regard to driving on County business. County coverage shall be secondary to the coverage when driving a personal vehicle.

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This Contract constitutes the entire agreement between the Board of County Commissioners Delaware County, Ohio and Steven Hirsch, MD, as Deputy Coroner, with respect to subject matter hereof and may not be modified or changed except in writing signed by each party.

IN WITNESS whereof Delaware County Commissioner's and Steven Hirsch have hereunto set their hands to this agreement on the date first set forth above.

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

**RESOLUTION NO. 99-943**

**IN THE MATTER OF APPROVING CONTRACTS FOR PURCHASE REAL ESTATE AT 137 NORTH UNION, 128 NORTH UNION AND 148 NORTH UNION STREET:**

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

**137 North Union Street**

Andrew L. Halter and Kimberly Thompson, 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 137 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be one hundred thirty-four thousand dollars (\$134,000.00). 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 day of .
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. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
9. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:

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

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To the Sellers Mr. & Mrs. Andrew L. Halter  
137 North Union Street  
Delaware, Ohio 43015

- 10. 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.
- 11. Parties agree that this Contract shall survive the delivery of the Deed.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 8<sup>th</sup> day of November, 1999.

**128 North Union Street**

Les C. Mawson and Susan Mawson, 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 128 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit “A” and made a part hereof. Said real estate hereinafter referred to as “the Premises.”

Sellers and Purchaser hereby agree as follows:

- 1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
- 2. The purchase price shall be eighty thousand dollars (\$80,000.00). 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 day of .
- 4. The date for delivery of the Deed and the Closing of this transaction (“Closing”) shall be set within fifteen (15) of January 1, 2000, as agreed upon 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 and 2000 though the date of closing 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 March 31, 2000. Sellers shall have until 12:00 P.M. on April 15, 2000, 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. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
- 9. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:

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

To the Sellers Mr. & Mrs. Les C. Mawson  
4375 S. Sectionline Rd.  
Delaware, Ohio 43015

- 10. Parties herein warrant to each other that they have full capacity, power and authority to enter

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into and perform this Contract according to its terms.

- 11. Parties agree that this Contract shall survive the delivery of the Deed.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 8th day of November, 1999.

**148 North Union Street**

Robert E. Watts and Pamela Watts, 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 148 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
2. The purchase price shall be one hundred seven thousand dollars (\$107,000.00). 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 day of .
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. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
9. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U. S. certified mail, postage prepaid, return receipt requested and addressed as follows:
 

To the Purchaser:	The Delaware County Commissioners 101 North Sandusky Street Delaware, Ohio 43015
To the Sellers	Mr. & Mrs. Robert E. Watts 148 N. Union Street Delaware, Ohio 43015
10. 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.
11. Parties agree that this Contract shall survive the delivery of the Deed.

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IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 8th day of November, 1999.

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

RESOLUTION NO. 99-944

IN THE MATTER OF SUPPORTING A MAIN STREET PROGRAM FOR THE CITY OF DELAWARE:

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

WHEREAS, the City of Delaware recognizes the importance of downtown as it relates to the economic health and quality of life of the community; and

WHEREAS, the continued improvement, revitalization and development of downtown Delaware is a City and County goal; and

WHEREAS, the Main Street organization will be formed to stimulate economic development and preservation of downtown Delaware thereby lessening the burden of municipal government; and

WHEREAS, the Board of County Commissioners recognizes its commitment to provide financial support in the amount of \$5,000 to the Main Street organization when established.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware does hereby endorse the concept of a local Main Street program and the submittal of an application to the Ohio Main Street program to become an official Ohio Main Street community.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners