

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 22, 2000**

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

Present: James Ward, Deborah Martin, Donald Wuertz

RESOLUTION NO. 00-151

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION AND PENDING LITIGATION AT 8:00 AM:

It was moved by Mr. Wuertz, seconded by Mr. Ward 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 8:44 AM:

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

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

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 8:45 AM:

It was moved by Mr. Wuertz, seconded by Mr. Ward to go into Executive Session for Personnel Matters.

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

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:59 AM:

It was moved by Mr. Wuertz, seconded by Mr. Ward to go out of Executive Session.

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

RESOLUTION NO. 00-152

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD FEBRUARY 14, 2000:

It was moved by Mr. Ward, seconded by Mrs. Martin to dispense with the reading of the minutes and resolutions of the regular meeting held February 14, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

Mr. Ward moved for the adoption of a resolution as follows:

WHEREAS, the Board of Commissioners of Delaware County, Ohio, has determined that it is appropriate to reduce the rate of property tax which the County currently levies for current expenses within the ten-mill limitation; and

WHEREAS, the Board of County Commissioners has determined that such a reduction in the property tax is authorized by Section 5705.313 (A) (2) of the Ohio Revised Code; now, therefore, be it

RESOLVED, by the Board of County Commissioners of Delaware County, Ohio, that the 1.8 mill property tax levy for current expenses of the General Fund within the ten-mill limitation shall be reduced to 1.3 mills for the tax year 2000, only which is payable in the year 2001.

There was discussion. Mrs. Martin and Mr. Wuertz expressed concerns. Mr. Chris Bauserman and Sheriff Al Myers also expressed concerns.

The motion died for lack of a second.

RESOLUTION NO. 00-153

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 264432 THROUGH 264977:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve for payment warrants 264432 through

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264977 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-154

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

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

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

RESOLUTION NO. 00-155

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Code Compliance is requesting that Dave LaValle and Fred Fowler attend the Planning and Zoning Workshop at Columbus on April 14, 2000, in the amount of \$150.00

EMS is requesting that Tom Shover attend the Critical Incident Stress Course at Columbus on March 2 through March 3, 2000, in the amount of \$100.00.

9-1-1 is requesting that Larry Fisher, K. Coy and E. Sessley attend the North Central Regional APCO Conference and Exposition at Worthington on April 10 through April 12, 2000, in the amount of \$330.00.

Code Compliance is requesting that Ellen Popovich, Tami Leffingwell and Betty Daubenspeck attend the "Conflict Management & Confrontational Skills" at Columbus on April 26, 2000, in the amount of \$585.00.

EMA is requesting that Pearline Howald attend the Public Information Officers Course at Columbus on March 9, 2000, at no cost.

EMA is requesting that Pearline Howald attend the Effective Communication Course at Columbus on August 29 through August 31, 2000, at no cost.

EMA is requesting that Pearline Howald attend the Basic Public Information Course at Columbus on May 23 through May 25, 2000, at no cost.

OECC is requesting that Ken Rosenbaum and Jeff Butterfield attend the Hands on Collection System Workshop at Newark on March 29, 2000, in the amount of \$30.00.

Administrative Services is requesting that Kevin Williams and Myra Williamson attend the CCAO Personnel Seminar at Columbus on February 28, 2000 in the amount of \$34.50.

Commissioners are requesting that Letha George attend the Access Development Course at JVS on March 14 through April 20, 2000, in the amount of \$295.00.

Sanitary Engineer is requesting that Jack Smelker attend the Supervising 101 Seminar at Columbus on April 25, 2000, in the amount of \$179.00.

Juvenile Court is requesting that Judge Loudon, Magistrate Clinger, Magistrate Spicer, Stu Berry, Ed Uhlman, Steve Hanson, Jennifer Burrows, Darlene Miller, Nancy Prindle, Lisa Risinger, Kris Awad, Bobby Massey, Vikki Handwick, Stephanie Zwelling, Debbie Gibson and Vicki Fleshman attend the 16th Annual Intercourt Conference at Deer Creek State Park on February 23 through February 25, 2000, in the amount of \$1,354.95

Human Services is requesting that Jackie Williams and Angela Thomas attend the Fiscal Meeting at Columbus on Mach 28, 2000, in the amount of \$18.00.

Administrative Services is requesting that John King and Jay Shannon attend the Cruelty Investigator Workshop at Columbus on February 27, 2000, in the amount of \$12.00

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

RESOLUTION NO. 00-156

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

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

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TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0120-035 General Fund – Contingency	001-2510-040 Common Pleas Court – Equipment	\$ 3,320.00
001-0120-035 General Fund – Contingency	001-2510-015 Common Pleas Court – Mat & Sup	\$ 80.00
Vote on Motion	Mr. Ward Aye Mrs. Martin Aye	Mr. Wuertz Aye

RESOLUTION NO. 00-157

IN THE MATTER OF APPROVING THE DITCH MAINTENANCE PETITION FOR LIBERTY LAKES, SECTION 3:

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

Ditch Maintenance Petition – Liberty Lakes, Section 3

We the undersigned owners of 20.405 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as Liberty Lakes, Section 3, 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 Liberty Lakes, Section 3.

The cost of the drainage improvements is \$132,412.00 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. 46 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,878.52 per lot. An annual maintenance fee equal to 2% of this basis \$57.57 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 \$2,648.22 has been paid to Delaware County.

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

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

RESOLUTION NO. 00-158

IN THE MATTER OF APPROVING SPECIAL HAULING PERMITS:

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

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance*

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of Special Haul Permit;

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners

SPECIAL HAULING PERMIT SUMMARY
DELAWARE COUNTY ENGINEER'S OFFICE

February 22, 2000

The total Special Hauling Permit Fee amounts are in the sum of \$4,100.00 as shown below and are supported by the individual listings of applicants on the following (2) pages.

ANNUAL PERMITS	\$200.00
POSTED ROAD PERMITS (FEBRUARY 1 to JUNE 1)	<u>\$3,900.00</u>

TOTAL PERMIT FEES **\$4,100.00**

POSTED ROADS

APPLICANT	TAG #	PHONE	FAX	WEIGHT	\$	DATE	CHECK #
WILSON'S CONTAINER, INC.	P316	614.444.8873	614.444.3175	58,000	\$ 150.00	2/8/2000	1119
WILSON'S CONTAINER, INC.	P317	614.444.8873	614.444.3175	62,000	\$ 150.00	2/8/2000	1119
WILSON'S CONTAINER, INC.	P318	614.444.8873	614.444.3175	58,000	\$ 150.00	2/8/2000	1119
WILSON'S CONTAINER, INC.	P319	614.444.8873	614.444.3175	80,000	\$ 150.00	2/8/2000	1119
BOWERSMITH TRUCKING	P320	419.947.4026	-	66,000	\$ 150.00	2/8/2000	CASH
RDS TRUCKING, INC	P321	740.362.0201	740.369.1431	75,500	\$ 150.00	2/10/2000	7500
RDS TRUCKING, INC	P322	740.362.0201	740.369.1431	69,500	\$ 150.00	2/10/2000	7500
RDS TRUCKING, INC	P323	740.362.0201	740.369.1431	69,500	\$ 150.00	2/10/2000	7500
STEPHEN L. SHEETS	P324	740.524.3641	-	48,000	\$ 150.00	2/10/2000	8854
ZARLEY INC.	P325	614.855.9805	614.855.8012	78,470	\$ 150.00	2/10/2000	12992
ZARLEY INC.	P326	614.855.9805	614.855.8012	77,400	\$ 150.00	2/10/2000	12992
ZARLEY INC.	P327	614.855.9805	614.855.8012	37,600	\$ 150.00	2/10/2000	12992
ZARLEY INC.	P328	614.855.9805	614.855.8012	36,600	\$ 150.00	2/10/2000	12992
ZARLEY INC.	P329	614.855.9805	614.855.8012	56,300	\$ 150.00	2/10/2000	12992
AMERICAN DISPOSAL	P330	800.982.1853	419.396.3426	54,000	\$ 150.00	2/10/2000	557719
AMERICAN DISPOSAL	P331	800.982.1853	419.396.3426	54,000	\$ 150.00	2/10/2000	557719
AMERICAN DISPOSAL	P332	800.982.1853	419.396.3426	54,000	\$ 150.00	2/10/2000	557719
AMERICAN DISPOSAL	P333	800.982.1853	419.396.3426	54,000	\$ 150.00	2/10/2000	557719
AMERICAN DISPOSAL	P334	800.982.1853	419.396.3426	54,000	\$ 150.00	2/10/2000	557719
HENDERSON TRUCKING	P335	740.369.6100	740.369.8625	76,500	\$ 150.00	2/11/2000	10566
BOB DOUBIKIN	P337	419.947.6500	-	38,980	\$ 150.00	2/11/2000	16560
KAREN DEBOLT	P338	740.965.1100	740.965.8438	76,000	\$ 150.00	2/14/2000	4375
BUCKEYE TRACTOR & IMPLEMENT	P339	740.363.1341	-	80,000	\$ 150.00	2/14/2000	37711
CAMINITI TRUCKING	P340	614.891.1786	614.891.1767	68,500	\$ 150.00	2/15/2000	1692
REITTER STUCCO	P341	614.297.3982	614.291.2602	50,000	\$ 150.00	2/15/2000	20143
REITTER STUCCO	P342	614.297.3982	614.291.2602	50,000	\$ 150.00	2/15/2000	20143
SUB-TOTAL (Feb 21, 2000)					\$ 3,900.00		

ANNUAL PERMITS

SCHUETTE CONSTRUCTION, INC	A097	740.363.9019	740.369.1431	116,600	\$100.00	2/9/2000	10017
VITTOE CONSTRUCTION, INC.	A098	740.363.5280	740.363.5280	120,000	\$100.00	2/15/2000	5133
SUB-TOTAL (FEB 14, 2000)					\$200.00		

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

RESOLUTION NO. 00-159

IN THE MATTER OF APPROVING THE TEMPORAY WEIGHT LIMIT REDUCTIONS ON VARIOUS TOWNSHIP ROADS:

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

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Whereas, It has been ascertained by the County Engineer that the described roads are by reason of thaws or excessive moisture, render roads insufficient to bear normal traffic, and

Whereas, The Engineer is requesting that the Board reduce the load limits on the list of roads by 40 percent of the legal limit in accordance with Section 5577.07

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

By virtue of Section 5577.07, Revised Code of Ohio, the legal load limit of the described roads are hereby reduced as shown.

TOWNSHIP	ROAD				MILEAGE
	NUMBER	NAME	FROM	TO	
CONCORD	142	OWEN FRALEY	BUNTY STATION	DELAWARE CL	0.50
CONCORD	141	BUNTY STATION	SOUTH SECTION LINE	LIBERTY TWP. LINE	0.99
CONCORD	140	BEAN OLLER	SR 257	LIBERTY TWP. LINE	1.73
CONCORD	139	CLARK SHAW	SR 257	LIBERTY TWP. LINE	1.53
CONCORD	143	FRESHWATER	KLONDIKE	SR 42	0.74
CONCORD	149	KLONDIKE	SR 42	SCIOTO TWP LINE	1.91
CONCORD	152	CALHOUN	MILLS	NEWHOUSE	0.81
CONCORD	135	DUFFY	CONCORD	SR 745	1.02
COMCORD	129	CONCORD	DUBLIN CL	COOK	1.62
CONCORD	133	MERCHANT	UNION CL	SR 745	1.62
CONCORD	132	COOK	UNION CL	SR 745	1.78
CONCORD	262	FRY	MILLS	SCIOTO TWP LINE	0.45

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

RESOLUTION NO. 00-160

IN THE MATTER OF APPROVING THE HOLLENBACK ROAD (TOWNSHIP ROAD NUMBER 274) IMPROVEMENTS OF THE BERLIN TOWNSHIP TRUSTEES AND ESTABLISHING SUMS FOR COMPENSATION AND DAMAGES FOR A PORTION OF THE OWNERS:

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

WHEREAS, on the 24th day of May, 1999, the Board of Berlin Township Trustees did by Resolution number 99-05-26 duly adopted find in favor of improving Hollenback Road (Township Road Number 274), Delaware County, Ohio; and

WHEREAS, on the 24th day of May, 1999, after review of the plans and after determination of all claims and damages for compensation and damages the Board of Berlin Township Trustees did by resolution number 99-05-27 duly approved the plans and determined said improvement should be made, and

WHEREAS, the Berlin Township Trustees have negotiated with the property owners abutting Hollenback Road, Delaware County, Ohio; and

WHEREAS, the Berlin Township Trustees are unable to reach an agreement with the following property owners. And recommend that appropriation proceedings be initiated for the acquisition thereof and recommend that the following amounts of compensation be awarded to the owners of land sought to be appropriated and deposited with the Clerk of the Common Pleas Court upon the filing of the appropriation case.

<u>Auditor's Parcel No.</u>	<u>Property Owner</u>	<u>Amount</u>
418-433-02-004-000	Fred & Judy Shumway	\$3,125.00
418-433-02-005-000	Judy Shumway	\$9,010.00

WHEREAS, Berlin Township will appropriate permanent roadway easements subject to the right of ingress and egress; and

WHEREAS, the appropriation proceedings will be initiated by the Delaware County Prosecuting Attorney for the acquisition of the necessary land needed as recommended by the County Engineer, against the above property owners;

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

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Section 1) That after due consideration, the amounts of compensation and damages as recommended by the Berlin Township Trustees for the improvements of Hollenback Road, Delaware County, Ohio, are just and equitable for the lands taken and damages sustained by reason of said road improvement are hereby approved.

Section 2) That the Delaware County Prosecutor shall initiate appropriation proceedings on the properties mentioned above as set forth in Ohio Revise Code sections 163.01 to 163.22.

Section 3) That a voucher or check will be prepared by the Berlin Township in the amounts stated for deposit with the Delaware County Clerk of Common Pleas Court for lands owned by Fred & Judy Shumway and Judy Shumway.

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

RESOLUTION NO. 00-161

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Wuertz, seconded by Mr. Ward to certify the Sanitary Sewer Capacity charges as follows:

9187 Sunbury Rd, Westerville, Ohio 43082

In the amount of \$5,900.00 with \$2,218.40 finance charge (pro-rated over a 10 year period) making total of \$8,118.40 for placement on tax duplicate. Bi-annual payment being \$405.92.

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

RESOLUTION NO. 00-162

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER’S AGREEMENTS FOR MEADOWOOD DEVELOPMENT; WILSHIRE ESTATES, SECTION 4; SCIOTO RESERVE, SECTION 4, PHASE 2 AND SCIOTO RESERVE, SECTION 2, PHASE 2:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following Sanitary Subdivider’s Agreements:

Meadowood Development

This agreement executed on this 18th day of January, 2000, by and between EPCON MEADOWOOD, LLC SUBDIVIDER, as evidenced by the MEADOWOOD DEVELOPMENT 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 (\$141,430.36) 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.

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.

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SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$8,480.00 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 \$45.00
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 \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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 \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

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 Autocad 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.

Wilshire Estates, Section 4

This agreement executed on this 4TH day of February, 2000, by and between CENTEX HOMES

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SUBDIVIDER, as evidenced by the WILSHIRE ESTATES, SECTION 4 Subdivision Plat 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 and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$82,600.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 28 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$52,100.00) 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.

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 the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,200.00 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 \$45.00
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 \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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 \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

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

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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 Autocad 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.

Scioto Reserve, Section 4, Phase 2

This agreement executed on this 8th day of February, 2000, by and between HOME ROAD, LTD. SUBDIVIDER, as evidenced by the SCIOTO RESERVE, SECTION 4, PHASE 2 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 (\$77,232.00) 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.

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

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improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,975.00 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 \$45.00
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 \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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 \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

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 Autocad 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.

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This agreement executed on this 8th day of February, 2000, by and between HOME ROAD, LTD. SUBDIVIDER, as evidenced by the SCIOTO RESERVE, SECTION 2, PHASE 2 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 (\$75,754.00) 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.

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 the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,400.00 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 \$45.00
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 \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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 \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

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"

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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 Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-163

IN THE MATTER OF APPROVING DEED AND EASEMENT FOR PURCHASE OF LAND BY LARRY AND JOY HUGHES:

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

KNOW ALL MEN BY THESE PRESENTS: That the Board of County Commissioners, County of Delaware, Ohio hereinafter called GRANTOR, for consideration in the amount of \$100.00 paid by Larry A. Hughes, & Joy w. Hughes husband and wife, the GRANTEE herein, receipt of which is hereby acknowledged, hereby convey to GRANTEE, its successors and assigns forever the following described real estate.

Situated in Orange Township, Delaware County, and state of Ohio, Being part of Lot 8, Section 4, Township 3, Range 18 and being more particularly described as follows:

SEE ATTACHMENT "A"

Containing 3.694 acres more or less.

TEMPORARY EASEMENT

Grantor hereby reserves a temporary construction easement in, through, over, and under a 30 foot wide strip of land along the western edge of the deeded property, as further shown in "Exhibit B" for the purpose of constructing, operating, installing, maintaining, removing, or replacing sanitary sewer lines and tributary connections and appurtenant work in any part of said easement.

Grantee, their heirs and assigns hereby release the County of Delaware, Ohio, its agents, contractors and subcontractors from any further claims for compensation or claims for damages resulting from this grant or the construction project except as otherwise agreed to. The county of Delaware, Ohio bears no responsibility to restore the premises to the conditions existing at the commencement of any construction, alteration or repair affecting the premises.

The rights granted herein shall not be construed to interfere with or restrict property improvements along and over the premises herein described, so long as the same are so constructed as not to interfere construction of said sewer project, the use and maintenance of said utility, or ingress and egress to or over the easement area during the period of the easement. This easement, however, shall not be construed as giving to grantor any right of ingress and egress to or over the remainder of the premises it is granting by way of this deed instrument.

Prior instrument Reference: Deed Book 660, Page 291.

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ATTACHMENT "A"

Description of a 3.694 Acre Tract for the Delaware County Sanitary Engineers

Situated in the Township of Orange, County of Delaware and State of Ohio, being located in part of Lot 8, Section 4, Township 3, Range 18, United States Military Lands, and known as being part of an original 10.56 acre tract (the western portion of said 10.56 acre tract is known as Parcel No. 12214-LA and 122-14-X as shown in Interstate Route 71 Highway Plans DEL-1-0.00) conveyed to the Board of County Commissioners in Deed Book 660, Page 291, and being more particularly described as follows:

BEGINNING at an iron pipe found at the southwest corner of The Woods at Bale Kenyon Section 2 as recorded in Plat Book 20, Page 32 and amended in Plat Book 22, Page 36, being in the north line of a 6.563 acre tract conveyed to Larry A. and Joy W. Hughes in Deed Book 517, Page 370;

Thence North 85° 59' 12" West, along said north line, a distance of 252.70 feet to an iron pin set; being Station 305+99.18 (232.55' R) based on the Centerline Location Plan DEL-1-0.00 of said I. R. 71 and recorded in Plat Book 5, Page 267-268;

Thence North 14° 46' 14" East, through said 10.56 acre tract, a distance of 812.56 feet to an iron pin set, being Station 314+26.66 (212.67'R);

Thence South 85° 08' 46" East, continuing through said 10.56 acre tract, a distance of 150.78 feet to an iron pin set in the west line of The Woods at Bale Kenyon (west line of Lot 996);

Thence South 07° 35' 15" West, along said west line, a distance of 797.62 feet to the PLACE OF BEGINNING.

CONTAINING 3.694 acres of land according to a survey by Stults and Associates, Inc., Delaware, Ohio in December of 1999, all of which is out of said 10.56 acre tract.

The Grantor herein reserves the following strip of land as a temporary easement to serve the remaining tract of land until January 1, 2002: TEMPORARY 30' SANITARY SEWER EASEMENT- Said easement to be 30 feet in width, the west line of said easement being the west line of the above described 3.694 acre tract, the east line of said easement being 30 feet easterly (by perpendicular measure) of and parallel with said west line and terminating at the north and south lines respectively of said 3.694 acre tract.

Subject however, to all easements, restrictions and rights of way of record, if any.

The above description is based on and referenced to a "Plat of Survey of 3.694 Acres for Delaware County Sanitary Engineers " dated December 14, 1999 by Stults and Associates, Inc.

The intent of this survey is not to create an additional building lot, but a tract of land that will later be split into three tracts to transferred to adjoining parcels.

Bearings are based on The Woods at Bale Kenyon Section 2 as recorded in Plat Book 20, Page 32. Said bearings are to an assumed meridian and are to denote angular measurement only.

References being to the records of the Recorder's Office, Delaware County, Ohio. All iron pins set are 5/8" solid iron bars with plastic yellow caps stamped "Stults and Assoc."

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

RESOLUTION NO. 00-164

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Barbara A. Dennis has accepted the position as a part time Records Clerk for the Records Center; effective date of hire is February 22, 2000.

Karen Morr has resigned her position as Chemist for OECC; effective date of resignation is February 4, 2000.

Shad C. Bierdeman is being promoted to a full time position as Med Tech II for EMS; effective date of promotion is February 22, 2000.

Jesse Martinez is being promoted from a part time to a full time position as Med Tech I for EMS; effective date of promotion is February 22, 2000.

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Jeffery Sparks is being promoted from a part time to a full time position as Med Tech II for EMS; effective date of promotion is March 6, 2000.

Michael Robert Gallion is being promoted from a part time to a full time position as Med Tech I for EMS; effective date of promotion is February 22, 2000.

Connie Davis is being promoted from a part time to a full time position as Med Tech II for EMS; effective date of promotion is February 22, 2000.

Yvette Hatten is being promoted from TCO I to TCO II in the 911 Center; effective date of promotion is March 10, 2000.

Debra A. Johnson is being promoted from a TCO I to TCO II in the 911 Center; effective date of promotion is February 14, 2000

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

RESOLUTION NO. 00-165

IN THE MATTER OF APPOINTING WATSON WALKER TO THE LOCAL WORKFORCE INVESTMENT BOARD IN ACCORDANCE WITH THE WORKFORCE INVESTMENT ACT OF 1998:

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

Whereas, the Workforce Investment Act of 1998 requires the Board of County Commissioners to appoint a local advisory board to assist the Board of Commissioners and Delaware County Department of Human Services in developing local workforce plans; and

Whereas, the advisory board must consist of representatives from business, education and labor;

Now, therefore, be it resolved that the following individual is appointed to the Local Workforce Advisory Board:

 Watson Walker Post-Secondary Education

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

RESOLUTION NO. 00-166

IN THE MATTER OF APPOINTING THE YOUTH COUNCIL IN ACCORDANCE WITH THE WORKFORCE INVESTMENT ACT OF 1998:

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

Whereas, the Workforce Investment Act of 1998 requires the Board of County Commissioners to appoint a Local Youth Council to ensure coordination of job training activities offered through the Workforce Investment Act, and

Whereas, the council members will develop a plan building upon existing resources to provide a comprehensive system of learning options, work experience, skills development, leadership development, counseling and support, connections to both post-secondary education and good jobs for vulnerable 14 to 21 year old youth,

Now, therefore, be it resolved that the following individuals are appointed to the Local Youth Council:

- | | |
|------------------|---|
| Max Griffith Jr. | Law Enforcement |
| Sarah Tucker | Public Housing |
| Jim Little | Children Services |
| Theresa Duren | Family and Children First Council |
| Tish Clark | Jobs for Ohio Graduates |
| Dee Clark | Graduate Recovery Program |
| Tami DeJong | CORC Job Training |
| Eulah Lawson | Ohio Bureau of Employment Services |
| Pam McCreary | Ohio Bureau of Employment Services |
| Vicki Hartley | Delaware City Schools |
| Marie Ward | Delaware / Union Educational Service Center |
| Katrina Mitchell | Past CORC Summer Youth Participant |
| Greg Lewis | Pastor of Ashley UMC |
| Mick Amato | American Showa |
| Kathryn Ogletree | Ohio Wesleyan University |

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Joeann Phipps	Liberty Community Center
Stephanie Zwilling	Juvenile Court
Angie Wise	Parent
Watson Walker	Columbus State Community College
Susan Birie	Delaware Area Career Center
Bruce Fritch	Olentangy Schools
Laryssa Hook	OSU Extension

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

RESOLUTION NO. 00-167

IN THE MATTER OF AMENDING THE PRWORA ELIGIBILITY OUTREACH AGREEMENT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND THE DELAWARE COUNTY HEALTH DEPARTMENT:

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

Whereas, the Ohio Department of Human services has permitted the county departments access to the combined balance of the Medicaid outreach allocation, including the amount originally allocated for the period of July through September 1999, and the amount allocated for October 1999, through June of 2000, and

Whereas, the local match has been changed form 50% to 10% and

Whereas, the federal dollar amount available to Delaware County for SFY 2000, is \$71,949.00

Now, therefore, this contract is amended to reflect this change and include the new budget.

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

RESOLUTION NO. 00-168

IN THE MATTER OF SUPPORTING A COUNTY-WIDE COMMUNICATIONS SYSTEM:

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

Whereas, Delaware County has agreed to operate a single county-wide communications center in conjunction with the Delaware County Sheriff's Office, and

Whereas, Delaware County desires to proceed with the operation of a single county-wide communication system, and

Whereas, Delaware County would like to involve all political subdivisions within Delaware County on the new county-wide communications system,

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

Section I. That the Delaware County Commissioners declare support in proceeding to create, finance and establish a single county-wide communications system for all public safety agencies within Delaware County.

Section II. That the Delaware County Board of Commissioners agrees to proceed by developing a plan that will review the following:

- Amendments to the County 911 Plan
- Available technology to implement a single county-wide communications system
- Joint operations and consolidation for a single countywide dispatching center
- Funding options available to finance a county-wide communications system

Section III. That the Delaware County Board of Commissioners will determine a date following the design, funding, and implementation of a county-wide communications center, at which point those entities that choose not to utilize the county-wide communications system will no longer receive financial or service support from Delaware County

Section IV. The Delaware County Commissioners will not provide funding for any other dispatching system within the county from any future proposed financing sources

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

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RESOLUTION NO. 00-169**IN THE MATTER OF APPOINTING STEVEN SAVON AND RONALD KUSZMAUL TO THE LOCAL EMERGENCY PLANNING COMMITTEE:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to make the following appointments to the Local Emergency Planning Committee.

Steven T. Savon
Ronald E. Kuszmaul

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

RESOLUTION NO. 00-170**IN THE MATTER OF ACCEPTING THE STATEMENTS OF QUALIFICATIONS FROM EXPERIENCED CONSTRUCTION MANAGEMENT FIRMS TO ASSIST THE COUNTY IN THE CONSTRUCTION OF A NEW ADMINISTRATIVE OFFICE FACILITY:**

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

The Delaware County Commissioners wish to receive Statements of Qualifications (SOQ) from experienced construction management firms to assist the County in the construction of a new Administrative Offices facility.

The work shall involve, but not be limited to, the construction management of the 80,000 to 100,000 square foot office building. Estimated project costs are 13-15 million dollars. Design work is to be completed in late spring/early summer 2000. Construction is anticipated to begin in summer 2000 with a eighteen month completion date. Specific services to be provided by the selected construction manager include:

- I. Preconstruction Services
 - A. Constructability Review
 - B. Contract Document Development
 - C. Claim Avoidance Evaluations

- II. Construction Management Services
 - A. Scheduling
 1. CPM Schedule Development
 2. Schedule Analysis
 3. CPM Schedule Updates and Evaluations
 4. As-Built Schedules
 - B. On-Site Contractor Management and Coordination
 - C. Contract Administration
 - D. Change Control and Management
 - E. Quality and Safety Monitoring
 - F. Project Completion and Close-out

- III. Construction Claims Management – Services to be determined as needed

Statements of Qualifications will be received at the Delaware County Commissioners' Office, Attention: Mr. Dave Cannon, County Administrator, 101 North Sandusky Street, Delaware, Ohio 43015 until **12:00 noon on March 27, 2000**. Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

CONTENT of CONSULTANT'S STATEMENT of QUALIFICATIONS:

Statements of Qualifications should include but are not limited to the following:

- I. Name of firm, address and telephone number.
- II. Names, qualifications, and experience of principals and key personnel who are to be assigned to the project. Provide detailed information on these individuals so as to indicate their availability to the project. This information should include but not be limited to the following for each individual:
 - (a) Number and type of projects in which individuals are involved.
 - (b) A graphical or tabular representation of hours available for key personnel.
 - (c) Key personnel being defined as project engineers, design engineers, schedulers, and other professionals needed by the project.
- III. Number and composition of staff available for the project, including a table of organization. Composition should be broken into professional, sub-professional, technicians, administrative and clerical.
- IV. Name of responsible firm member and project manager.

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- V. Project statement as determined by consultant.
- VI. Listing of all sub-consultants whose qualifications are being used to obtain qualifications in any of the areas identified.
- VII. A statement of the firm's overall operating philosophy and organizational characteristics. An outline of the firm's Quality Assurance or Quality Management Program.
- VIII. References from similar projects. Include both prior owners for whom you have worked for and architects for whom you have worked with.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

As required by the Ohio Revised Code, Section 9.33, responding firms will be evaluated and ranked in order of their qualifications by a selection committee based on proposals and conducted interviews. Upon ranking of at least the top three firms, Delaware County may enter into contract negotiations with the firm ranked most qualified. If no agreement can be reach with the first firm, Delaware County may enter into negotiations with the firm ranked to be the next most qualified firm.

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

RESOLUTION NO. 00-171

IN THE MATTER OF ACCEPTING THE BID SUBMITTED BY IRON FIREMAN SALES AND SERVICE FOR THE REPLACEMENT WEIL-MCLAIN BOILER FOR THE DELAWARE COUNTY COURTHOUSE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to accept the Bid:

Whereas, Delaware County received bids for the replacement Weil-McLain Boiler for the Delaware County Courthouse on February 14, 2000, at 10:00 AM, and

Whereas, after carefully reviewing the bids received, the bid submitted by Iron Fireman Sales and Service, Inc., has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Iron Fireman Sales and Service, Inc., for the replacement Weil-McLain Boiler.

Iron Fireman Sales and Service \$15,596.00

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

RESOLUTION NO. 00-172

IN THE MATTER OF AMENDING THE CONTRACT WITH SCHOOLEY CALDWELL ASSOCIATES FOR THE 20/20 PROJECT:

It was moved by Mr. Wuertz, seconded by Mr. Ward to amend the contract as follows:

The Agreement between **Delaware County, Ohio** and **Schooley Caldwell Associates, Inc.** dated February 5, 1998, is hereby amended in accordance with **Article 9.6** of the Agreement as follows:

Page 18 12.1 Part C: County Services Building, Phase 1 (REVISED)

Schooley Caldwell Associates will provide basic services for the design of a 80,000 to 100,000 sq. ft. facility to accommodate the program requirements of various county agencies. The building will be located between North Sandusky Street and Union Street, approximately 400 ft. to the north of Central Avenue.

Page 15 11.2.1 Part C (REVISED)

This document shall serve as the official "Notice to Proceed" form the Delaware County Commissioners for the above mentioned project.

11.2.1 Part C (REVISED) County Services Building

Compensation for these Basic Services shall be Seven and five tenth percent (7.5%) of the Construction Cost, as defined in Paragraph 5.1 for this part of the Project.

The Agreement between **Delaware County, Ohio** and **Schooley Caldwell Associates, Inc.** dated February 5, 1998, is hereby amended in accordance with **Article 9.6** of the Agreement as follows:

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Page 18 12.1 Part E: General Modification to County Facilities (REVISED)

Schooley Caldwell Associates will provide construction documents and specifications for security improvements to the lower level at the Delaware County Courthouse. These documents will be based on a previously selected design concept.

Page 15 11.2.1 Part E (REVISED)

The fee to complete the above task will be fifteen thousand dollars (\$15,000.00).

All other provisions of the Agreement shall remain unchanged. This Amendment shall become a part of the Agreement and shall become effective as of the day and year written:

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

Commissioners met with Orange Township Trustee at 8:00 PM to address the following two resolutions.

RESOLUTION NO. 00-173

IN THE MATTER OF AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE AGREEMENT WITH SUBMITORDER.COM, INC.

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

WHEREAS, Delaware County has, via Resolution Number 93-317, designated an area in Orange Township as a Rural Jobs and Enterprise Zone and has encouraged the investment of personal property therein; and

WHEREAS, the Director of Development of the State of Ohio has certified said area in Delaware County as a Rural Jobs and Enterprise Zone, effective the 21st of May, 1993; and

WHEREAS, SubmitOrder.com, Inc. has applied for incentives for a proposed expansion project in said Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the duly appointed Enterprise Zone Negotiating Committee has met with representatives of SubmitOrder.com, Inc. to negotiate an Enterprise Zone Agreement, has reviewed and recommends approval of the proposed Enterprise Zone application submitted by SubmitOrder.com, Inc., an enterprise which desires to expand within said Enterprise Zone, and has determined that this enterprise meets the Enterprise Zone Guidelines adopted by the Delaware County Board of Commissioners by Resolution Number 93-317 on May 17, 1993, and by Enterprise Zone Guidelines adopted by Orange Township by Resolution Number 114-93 on May 10, 1993; and

WHEREAS, the Orange Township Board of Trustees has agreed to review such applications, to approve applications which meet the guidelines, and to forward all approved proposals to the Delaware County Board of Commissioners for final approval.

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

- Section 1. The Board of Commissioners recognizes that the Negotiating Committee for the Orange Township Enterprise Zone has investigated the application submitted by SubmitOrder.com, Inc. and determined that the Company is qualified to create job opportunities in said Zone.
- Section 2. The Board of Commissioners hereby authorizes the execution of the attached Enterprise Zone Agreement for the SubmitOrder.com, Inc. Project.
- Section 3. The Delaware County Economic Development Director is directed to formally notify the Olenangy Local School District and Delaware Joint Vocational School of this action, and to submit copies of the Agreement after it is executed to the Ohio Departments of Development and Taxation.

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

RESOLUTION NO. 00-174

IN THE MATTER AUTHORIZING EXECUTION OF AN AMENDMENT OF AN ENTERPRISE ZONE AGREEMENT WITH DIGITAL STORAGE, INC., DISTRIBUTION AND LOGISTICS SERVICES, INC. (NOW KNOWN AS SUBMITORDER.COM, INC.) AND FREM II LTD.

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

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WHEREAS, Delaware County and Orange Township have encouraged the development of real estate within a certain area of the township via the establishment of an Enterprise Zone Area; and

WHEREAS, Orange Township, Delaware County Board of Commissioners, Digital Storage, Inc., Distribution and Logistics Services, Inc. (now known as Submit Oder.Com, Inc.) and FREM II, Ltd. did enter into an Enterprise Zone Agreement dated September 30, 1996, in conjunction with a PROJECT to be undertaken on a 4.9-acre site in the North Central Office Park; and

WHEREAS, pursuant to said Enterprise Zone Agreement, both Digital Storage, Inc., Distribution and Logistics Services, Inc. (now known as Submit Oder.Com, Inc.) were to receive certain tax incentives as the presumed tenants and investors in personal property, including equipment and inventory, and creators of new full time equivalent job opportunities at the PROJECT site; and

WHEREAS, it is understood by all parties of the original Enterprise Zone Agreement for the referenced PROJECT that Digital Storage, Inc. has assumed control of the operations of the facilities constructed on the PROJECT site and Distribution and Logistics Services, Inc. (now known as Submit Oder.Com, Inc.) has vacated the PROJECT site; and

WHEREAS, the duly appointed Enterprise Zone Negotiating Committee has reviewed this amendment and recommends approval of the proposed amendment.

NOW THEREFORE BE IT RESOLVED that the Enterprise Zone Agreement for the Digital Storage, Inc. PROJECT, originally dated September 30, 1996 is hereby amended to include the following consideration:

Section 1. Digital Storage, Inc. shall be the tenant of the facilities constructed on the PROJECT site and is responsible for retaining the full-time equivalent job opportunities that existed at the project site prior to this agreement, and creating the stated number of full-time equivalent job opportunities established in the Enterprise Zone Agreement. Digital Storage, Inc. is responsible for the levels of personal property investment established in the Enterprise Zone Agreement. Orange Township and Delaware County shall provide the personal property tax exemption called for under the Agreement for the referenced PROJECT in recognition of this commitment by Digital Storage, Inc.

Section 2. The Delaware County Director of Economic Development is directed to formally notify the Olentangy Local School District and Delaware Joint Vocational School of this action, and the Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation shall be advised in writing of this amendment and the status of the tenant arrangement at the PROJECT site.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners