

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 13, 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 (Absent), Donald Wuertz

**10:00 AM Bid Opening for Adam Road Improvement – Harlem Township**

**6:30 PM Executive Session for Pending Litigation**

**7:30 PM Annexation Hearing of 77.5, More or Less, Acres from Delaware Township to the City of Delaware**

**RESOLUTION NO. 00-210**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION AT 6:30 PM:**

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

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

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 6:54 PM:**

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

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

**RESOLUTION NO. 00-211**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD MARCH 6, 2000:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to dispense with the reading of the minutes and resolutions of the regular meeting held March 6, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

**RESOLUTION NO. 00-212**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 266120 THROUGH 267112:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 266120 through 267112 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-213**

**IN THE MATTER OF FORWARDING A NEW LIQUOR LICENSE REQUEST FROM TAMARKIN COMPANY ( DBA GAIN T EAGLE) TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Tamarkin Company (DBA Giant Eagle) has requested for a new D51 permit located at 8829 Columbus Pike, Columbus, Ohio 43240 and

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

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

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

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**RESOLUTION NO. 00-214**

**IN THE MATTER OF FORWARDING THE LIQUOR LICENSE TRANSFER REQUEST OF RUBY M. SCHIRTZINGER TO ROBERT D. BYRD, DBA ROGERS PIZZA, TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Brown Township Trustees that Ruby M. Schirtzinger has requested the liquor license be transferred to Robert D. Byrd, DBA Rogers Pizza, located at 5676 SR 521 1<sup>st</sup> Floor Basement, P.O. Box 96, Kilbourne, Ohio; and

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

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

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

**RESOLUTION NO. 00-215**

**IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING ON THE ZONING DISTRICT CHANGE APPLICATION OF ROBERT ZIEGLER OF ASHLEY, OHIO, IN OXFORD TOWNSHIP:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the date and time for **Monday, April 3, 2000, at 7:30 PM, in the Office of the County Commissioners**, 101 North Sandusky Street, Delaware, Ohio. A copy of the application is available for review at the Office of the Zoning Inspector – 50 Channing Street.

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

**RESOLUTION NO. 00-216**

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

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

Human Services is requesting that Marcy Downing attend the Eating Disorder/ Management Burnout at Plain City on April 14, 2000, in the amount of \$25.00.

Human Services is requesting that Marcy Downing and Lee Hayes attend the SART Training at Ohio Wesleyan University on April 11 through April 12, 2000, in the amount of \$100.00.

Human Services is requesting that Connie Ward , Windy Stephens and Crystal Ufferman attend the Crise Training at Columbus on March 15 through March 16, 2000, in the amount of \$48.00.

Human Services is requesting that Crystal Ufferman and Keith Matlack attend the Communicate with Confidence training at Columbus on April 10, 2000, in the amount of \$38.40.

Human Services is requesting that Crystal Ufferman attend the Effective Meeting Skills Training at Columbus on May 19, 2000, in the amount of \$19.20.

Human Services is requesting that Peggy Kroon Van Diest and Donna Graydon attend the “Strengthening Families” Training Conference at Columbus on April 27,2000, in the amount of \$225.50.

OECC is requesting that Dale Davis and Jim Rutherford attend the Industrial Electricity Seminar at Columbus on May 18 through May 19, 2000, in the amount of \$1,462.00.

OECC is requesting that Richard Felton attend the Activated Sludge Process Control at Canton, Ohio on March 14 through March 17, 2000, in the amount of \$468.00.

Human Services is requesting that Julies Kunkle and Rhonda Leasure attend the Regional 1 Workforce Development Meeting at Lancaster, Ohio on March 16, 2000, in the amount of \$40.00.

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

**RESOLUTION NO. 00-217**

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**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:

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
084-2550-020	Common Pleas/Special	\$ 150.00
Vote on Motion	Mr. Wuertz      Aye      Mr. Ward	Aye      Mrs. Martin      Absent

**RESOLUTION NO. 00-218**

**IN THE MATTER OF APPROVING PLAN FOR THE FOUNTAIN AT HARVEST WIND VILLAS:**

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

**The Fountain at Harvest Wind Villas**

Township of Genoa, County of Delaware, State of Ohio, and being a part of Farm Lot 24, Section 3, Township 5, Range 19 of the United States Military Lands.

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Absent	Mr. Wuertz	Aye
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**RESOLUTION NO. 00-219**

**IN THE MATTER OF APPROVING THE SUBDIVIDER’S AGREEMENTS FOR HARVEST WIND, PHASE 6; PIATT MEADOWS SECTION 2, PHASE 1; PIATT MEADOWS, SECTION 2, PHASE 2; SUMMERFIELD VILLAGE, SECTION 2, PHASE 1; SUMMERFIELD VILLAGE, SECTION 2, PHASE 2 AND WILSHIRE ESTATES, SECTION 4:**

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

**Harvest Wind, Phase 6**

**THIS AGREEMENT** executed on this 13<sup>th</sup> day of March, 2000, between **BOB WEBB BUILDERS** as evidenced by the **HARVEST WIND, PHASE 6** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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

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

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

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

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

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

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this subdivision.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **EIGHTY-FOUR THOUSAND FOUR HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**Piatt Meadows, Section 2, Phase 1**

**THIS AGREEMENT** executed on this 13<sup>th</sup> day of March, 2000, between **DOMINION HOMES** as evidenced by the **PIATT MEADOWS, SECTION 2, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 2/29/00, 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 all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of

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said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **NINETEEN THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**Piatt Meadows, Section 2, Phase 2**

**THIS AGREEMENT** executed on this 13<sup>th</sup> day of March, 2000, between **DOMINION HOMES** as evidenced by the **PIATT MEADOWS, SECTION 2, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set

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forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 2/29/00, 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 all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FORTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

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

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the

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**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.

**Summerfield Village, Section 2, Phase 1**

**THIS AGREEMENT** executed on this 13<sup>th</sup> day of March, 2000, between **DOMINION HOMES** as evidenced by the **SUMMERFIELD VILLAGE, SECTION 2, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 11/24/99, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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

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

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

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

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

**Summerfield Village, Section 2, Phase 2**

**THIS AGREEMENT** executed on this 13<sup>th</sup> day of March, 2000, between **DOMINION HOMES** as evidenced by the **SUMMERFIELD VILLAGE, SECTION 2, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 11/24/99, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **NINETEEN THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **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**



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**Engineer's satisfaction.** All work is to be done in accordance to the **Ohio Department of Transportation Specifications.**

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**Wilshire Estates, Section 4**

**THIS AGREEMENT** executed on this 13<sup>th</sup> day of March, 2000, between **CENTEX HOMES** as evidenced by the **WILSHIRE ESTATES, SECTION 4** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/3/00, 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 all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-ONE THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of

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inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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

**RESOLUTION NO. 00-220**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U-000001	Columbia Gas	Commonwslth Drive	Install gas main
U-000002	Suburban Natural Gas	Narrow Leaf Court	Install gas main

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

**RESOLUTION NO. 00-221**

**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.

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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 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

March 13, 2000

The total Special Hauling Permit Fee amounts are in the sum of \$6,450.00 as shown below and are supported by the individual listings of applicants on the following page.

ANNUAL PERMITS	\$0.00
POSTED ROAD PERMITS (FEBRUARY 1 to JUNE 1)	\$6,450.00

**TOTAL PERMIT FEES** **\$6,450.00**

POSTED ROAD PERMITS							
APPLICANT	TAG #	PHONE	FAX	WEIGHT	\$	DATE	CHECK #
VERMILLION TRUCKING	P391	740-362-2503		38,000	\$ 150.00	3/1/2000	CASH
ELLIS BROTHERS INC.	P392	614.861.0778	614.861.1281	31,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P393	614.861.0778	614.861.1281	30,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P394	614.861.0778	614.861.1281	31,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P395	614.861.0778	614.861.1281	28,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P396	614.861.0778	614.861.1281	28,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P397	614.861.0778	614.861.1281	31,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P398	614.861.0778	614.861.1281	28,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P399	614.861.0778	614.861.1281	27,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P400	614.861.0778	614.861.1281	28,000	\$ 150.00	3/1/2000	66994
ELLIS BROTHERS INC.	P401	614.861.0778	614.861.1281	30,000	\$ 150.00	3/1/2000	66994
CLAUDE WILLIAMS	P402	740.747.2720		58,960	\$ 150.00	3/1/2000	538
CONTRACT FRAMING/LUMBER	P403	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54386
CONTRACT FRAMING/LUMBER	P404	740.927.4702	740.927.2064	34,000	\$ 150.00	3/3/2000	54387
CONTRACT FRAMING/LUMBER	P405	740.927.4702	740.927.2064	34,000	\$ 150.00	3/3/2000	54388
CONTRACT FRAMING/LUMBER	P406	740.927.4702	740.927.2064	34,000	\$ 150.00	3/3/2000	54389
CONTRACT FRAMING/LUMBER	P407	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54390
CONTRACT FRAMING/LUMBER	P408	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54391
CONTRACT FRAMING/LUMBER	P409	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54392
CONTRACT FRAMING/LUMBER	P410	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54393
CONTRACT FRAMING/LUMBER	P411	740.927.4702	740.927.2064	80,000	\$ 150.00	3/3/2000	54394
CONTRACT FRAMING/LUMBER	P412	740.927.4702	740.927.2064	54,000	\$ 150.00	3/3/2000	54395
CONTRACT FRAMING/LUMBER	P413	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54396
CONTRACT FRAMING/LUMBER	P414	740.927.4702	740.927.2064	26,000	\$ 150.00	3/3/2000	54397
CONTRACT FRAMING/LUMBER	P415	740.927.4702	740.927.2064	26,000	\$ 150.00	3/3/2000	54398
CONTRACT FRAMING/LUMBER	P416	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54399
CONTRACT FRAMING/LUMBER	P417	740.927.4702	740.927.2064	20,000	\$ 150.00	3/3/2000	54400
CONTRACT FRAMING/LUMBER	P418	740.927.4702	740.927.2064	26,000	\$ 150.00	3/3/2000	54401
CONTRACT FRAMING/LUMBER	P419	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54402
CONTRACT FRAMING/LUMBER	P420	740.927.4702	740.927.2064	26,000	\$ 150.00	3/3/2000	54403
CONTRACT FRAMING/LUMBER	P421	740.927.4702	740.927.2064	80,000	\$ 150.00	3/3/2000	54404
CONTRACT FRAMING/LUMBER	P422	740.927.4702	740.927.2064	18,000	\$ 150.00	3/3/2000	54405
CONTRACT FRAMING/LUMBER	P423	740.927.4702	740.927.2064	20,000	\$ 150.00	3/3/2000	54406
CONTRACT FRAMING/LUMBER	P424	740.927.4702	740.927.2064	46,000	\$ 150.00	3/3/2000	54407

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CONTRACT FRAMING/LUMBER	P425	740.927.4702	740.927.2064	70,000	\$ 150.00	3/3/2000	54408
CONTRACT FRAMING/LUMBER	P426	740.927.4702	740.927.2064	14,000	\$ 150.00	3/3/2000	54409
CHARLES W. GLASS	P427	740.815.0513	-	51,000	\$ 150.00	3/3/2000	CASH
TIM SMITH	P428	614.891.2044	740.369.1805	30,000	\$ 150.00	3/3/2000	1600
CONSOLIDATED ELECTRIC COOP. INC.	P429	800.421.5865	740.369.1806	33,000	\$ -	3/3/2000	NC
CONSOLIDATED ELECTRIC COOP. INC.	P430	800.421.5866	740.369.1807	28,000	\$ -	3/3/2000	NC
CONSOLIDATED ELECTRIC COOP. INC.	P431	800.421.5867	740.369.1808	33,000	\$ -	3/3/2000	NC
CONSOLIDATED ELECTRIC COOP. INC.	P432	800.421.5867	740.369.1808	33,000	\$ -	3/3/2000	NC
CONSOLIDATED ELECTRIC COOP. INC.	P433	800.421.5867	740.369.1808	33,000	\$ -	3/3/2000	NC
TREE & TURF	P434	740.363.5800	740.363.5749	79,999	\$ 150.00	3/3/2000	
TREE & TURF	P435	740.363.5800	740.363.5749	79,999	\$ 150.00	3/3/2000	
TREE & TURF	P436	740.363.5800	740.363.5749	33,000	\$ 150.00	3/3/2000	
BILLY J. FARMER	P437	740.524.6311	-	69,500	\$ -	3/6/2000	TRANSFER
TESTA TRUCKING	P438	740.666.1920	740.666.0624	68,500	\$ 150.00	3/7/2000	
T.V.T HAULING, INC.	P439	614.855.3694	614.855.3964	50,000	\$ 150.00	3/7/2000	1099
<b>SUB-TOTAL (March 13, 2000)</b>					<b>\$ 6,450.00</b>		

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

**RESOLUTION NO. 00-222**

**IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE YEAR 1999.**

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

In accordance with the provisions specified in the Ohio Revised Code, Section 4501.04 (Distribution of Revenue), the total certified mileage for January through December 1998 for Delaware County was 334.61 miles.

ODOT currently shows that the total Mileage for 1999, effective January 1, 2000, is 333.71 miles. The Board of Commissioners Certifies that the Total Mileage for 1999, effective January 1, 2000, is 333.71 miles.

If the mileage currently shown by ODOT (line 1) is different than the mileage certified by the Board (line 2) then the Board is responsible for submitting detailed documentation showing that there have been either additions and/or subtractions to the total mileage that is currently shown by ODOT. Said documentation is available.

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

**RESOLUTION NO. 00-223**

**IN THE MATTER OF APPROVING THE INSTALLATION OF WARNING DEVICES AT BUTTERMILK HILL RAILROAD CROSSING:**

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

THIS SUBSIDY STIPULATION AND RECOMMENDATION is entered into by and among the Public Utilities Commission of Ohio ("PUCO"), CSX Transportation, ("Railroad"), and Delaware County ("County").

WITNESSETH:

WHEREAS, Rule 4901-1-30 of the Ohio Administrative Code provides that any two or more parties to a proceeding may enter into a written or oral stipulation concerning the issues presented in such proceeding; and

WHEREAS, the PUCO has statutory authority to regulate and promote the welfare and safety of railroad employees and the traveling public pursuant to Ohio Revised Code Section 4905.04; and

WHEREAS, the PUCO is responsible for evaluating public highway-railroad grade crossings to determine the need for upgrading the warning devices and apportioning the cost thereof pursuant to Ohio Revised Code 4907.471;

WHEREAS, the PUCO is responsible for the administration and implementation of the State Grade Crossing Protection Fund established to help defray a portion of the public's share of cost of upgrading the warning devices at Ohio's Highway-railroad grade crossings;

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WHEREAS, all parties hereto declare it to be in the public interest to grant their consent to the PUCO to facilitate the upgrading of the warning devices at the subject highway-railroad grade crossing in accordance with plans, specifications, and estimates to be approved by the PUCO;

WHEREAS, the Railroad, the PUCO, and the County without making any admission of any kind, desire to provide for the installation of flashing lights and roadway gates ("Project") at the following highway-railroad grade crossing:

AAR-LOT#	HIGHWAY	LOCATION
228-628V	TWP 196 Buttermilk Road	Delaware County

WHEREAS, the parties hereto propose the PUCO issue an Order, directing the completion of the Project pursuant to the terms of this Subsidy Stipulation and Recommendation;

WHEREAS, the parties hereto believe this Subsidy Stipulation and Recommendation to be reasonable and entitled to careful consideration by the PUCO;

NOW THEREFORE, the parties hereto agree as follows:

1. The installation of active warning devices at the above-mentioned highway-railroad grade crossing shall be accomplished and completed, unless otherwise provided, within 12 months of the date the PUCO issues an Order adopting the terms of this Subsidy Stipulation and Recommendation.
2. The cost of the Project shall be apportioned as between the County (as the governmental entity having jurisdiction over the subject roadway where the Project is to be installed), the PUCO and the Railroad, as follows:

Grade Crossing	Railroad	County	PUCO/State
<b>Twp 196/Buttermilk Road</b>	<b>10% of Total</b>	<b>45% of 90% total</b>	<b>55% of 90% of total</b>

The PUCO has agreed to provide funds from the State Grade Crossing Protection Fund, pursuant to Ohio Rev. Code 4907.472, to cover that portion of the PROJECT cost to be borne by the State of Ohio. The actual respective dollar amount, which the Railroad, the County, and the PUCO shall bear, will be based upon the actual cost approved by the Commission and incurred by the Railroad for the above-mentioned Project.

The County shall, within 30 days of the adoption of this Subsidy Stipulation and Recommendation, certify in writing the availability of funds sufficient to cover its share of the project cost as described herein. Such certification shall include a resolution duly authorized and passed by the County that authorizes participation in the Project, including the expenditure of all funds for which the County shall become obligated hereunder. The County shall also submit a certificate of availability of funds, signed by its duly authorized fiscal officer, that certifies that sufficient funds, free of encumbrances of any kind, are available to cover the County share of the Project costs as described herein. The PUCO shall have no obligation to expend funds hereunder until the County has submitted documentation in proper form as described in this section.

The Railroad shall be responsible for initially paying all of its actual costs to install the safety upgrades identified above. However, the PUCO (55%) and the County (45%) shall be legally bound to reimburse the Railroad for ninety percent (90%) of such costs, upon proper application therefore by the Railroad, consistent with the terms of this Subsidy Stipulation and in accordance with all applicable Federal regulations.

All plans, specifications, estimates of cost, acceptance of work, and procedures in general, to facilitate the construction of the safety improvements described above, shall conform in all respects to Federal laws, rules, regulations, orders, and approvals applicable to Federal-Aid projects. The Railroad shall render billings to the PUCO and County in accordance with said rules and regulations, and shall provide and furnish such itemized records of and substantiating data for such costs that may be required.

The Railroad may bill the PUCO and the County monthly or periodically for its costs when costs exceed \$1,000.00. The Railroad shall submit three (3) copies of its bill and in accordance with said rules and regulations as they have been issued or as thereafter may be supplemented or revised. A final bill covering actual costs and showing all details shall be submitted to the PUCO and the County within one hundred and eighty (180) days after completion of, the improvements, the PUCO and the County shall pay all bills within sixty (60) days after receipt thereof, except that the PUCO and the County may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all amounts due the Railroad shall be made by the PUCO and the County within sixty (60) days after a final audit has been performed and approved by the PUCO. The Railroad agrees to cooperate and assist, as requested, in any such audit.

At any time during normal business hours upon three (3) days written notice and as often as the PUCO and the County may deem necessary and in such a manner as not to interfere with the normal business operations, the

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Railroad shall make available to the PUCO and the County, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Subsidy Stipulation including, but not limited to records of personnel and conditions of employment and shall permit the PUCO and the County to audit, examine and make excerpts or transcripts from such records.

In the event of a controversy, as to the eligibility for reimbursement of any charges claimed against the PROJECT, as set in of this Subsidy Stipulation, the decision of the PUCO regarding the same shall be final.

No work requiring reimbursement under this Subsidy Stipulation shall be commenced by the parties until all of the following have occurred: (1) this Subsidy Stipulation shall have been adopted by the PUCO; (2) all financial obligations of the PUCO, as provided for in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code and shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the PUCO; and (3) the Railroad has been notified by the PUCO to proceed with construction of the upgrades. Work on the upgrades shall commence within 30 days of the occurrence of events (1), (2) and (3) described herein. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision. Said work shall be pursued diligently by Railroad until completed.

The County shall furnish advance warning signs and pavement markings as specified in the Manual on Uniform Traffic Control Devices (MUTCD) and shall assume all costs to maintain such signage and markings in the future. The County also agrees to arrange for the relocation, rearrangement or alteration of all utilities of any nature, which are located on public right-of-away, and which will be affected by or interfere with the construction of the said Project. Said relocation, rearrangement or alteration will be done at such time as requested by the PUCO and will be performed solely at the expense of the utility and at no cost to the Project or the Railroad.

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

**RESOLUTION NO. 00-224**

**IN THE MATTER OF APPROVING THE ROAD MAINTENANCE AGREEMENT WITH THE CITY OF WESTERVILLE FOR PENDING ANNEXATION OF A PORTION OF HANNAWALT ROAD (COUNTY ROAD 113):**

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

**ROAD MAINTENANCE AGREEMENT**

This Agreement is entered into this 15 day of November, 1999, by and among the City of Westerville, an Ohio municipal corporation (hereinafter referred to as "Westerville"), the Trustees of Orange Township, Delaware County, Ohio (hereinafter referred to as "Orange Township"), and the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as "Delaware County").

WHEREAS, in connection with a pending annexation of a portion of Hannawalt Road (County Road 113) and Worthington Road (County Road 13), the parties desire to enter into this Roadway Maintenance Agreement to set forth their understanding as to the maintenance of portions of certain roadways currently located within Delaware County and Orange Township; and

WHEREAS, the portions of certain roadways that are the subject of this Agreement are as follows: (1) the 3.0 +/- acres of roadway as described in the legal description and accompanying survey plat attached hereto as Exhibits A and A-1 and incorporated herein by reference, (2) the remaining portions of existing Hannawalt Road located within Orange Township, as delineated on the map attached as Exhibit B and incorporated herein by reference, and (3) the entirety of Taylor Way as delineated on the map attached as Exhibit B (hereinafter referred to as the "subject roadways"); and

WHEREAS, Westerville is willing to accept the obligation for maintenance of the subject roadways insofar as such roadways will be contiguous to land to be annexed to the City of Westerville pursuant to a pending annexation petition for annexation of 50.8 acres to the City of Westerville and/or it would create an undue hardship on Orange Township to maintain the remaining portions of the subject roadways after the annexation of the affected portions of the subject roadways.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties hereto, the parties hereby agree as follows:

Section 1. Transfer of Maintenance Obligation.

Effective immediately upon execution of this Agreement, Westerville agrees to assume the maintenance obligation for the subject roadways as set forth in Section 3 below. Delaware County and Orange Township hereby consent to the transfer of the maintenance obligation for the subject roadways to Westerville and agree to cooperate with Westerville to the extent necessary to effectuate the purposes of this Agreement. It is the intent of this Agreement that the subject roadways be maintained in the same manner as roadways within the city limits of Westerville pending currently filed and future annexations of the subject roadways to Westerville.

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Section 2. Annexation Contingency.

The parties acknowledge that the following annexations are pending before the Delaware County Commissioners: (1) Annexation of 50.8, More or Less, Acres from Orange Township to the City of Westerville (William Goldman, Agent); and (2) Annexation of 3.0, More or Less, Acres from Orange Township to the City of Westerville (William Goldman, Agent). The parties further acknowledge and agree that the obligation of Westerville to continue to maintain the subject roadways as set forth in Section 2 of the Agreement is subject to and contingent upon the final and unappeasable approval of the Board of Commissioners and the acceptance of the annexed territory by the Council of the City of Westerville. In the event that annexation is ultimately disapproved or denied, this Agreement shall terminate and no party shall have any continuing obligation to any other party.

Section 3. Maintenance Defined.

The parties agree that the term "maintenance" is intended to mean such routine maintenance as is performed to other roadways within the city limits of Westerville, including without limitation patching, periodic resurfacing, snowplowing and striping or pavement marking.

Section 4. Improvement of Roadways.

This Agreement is not intended to impose any obligation on Westerville to reconstruct, widen, improve, regrade, realign or otherwise perform a road improvement project with respect to the subject roadways. Nonetheless, in the event that Westerville determines that improvement or widening of any portion of the subject roadways is desirable, the parties agree that Westerville shall be permitted to undertake such a road improvement project at Westerville's own expense. To the extent necessary to authorize such project, Delaware County and Orange Township agree to cooperate in signing and approving the plans and specifications for such project. Specifically, it is contemplated by the parties that Westerville may undertake an improvement and widening of Hannawalt Road from Alum Creek to the intersection with Worthington Road during the effective term of this Agreement within the existing road easements and/or right-of-way as well as right-of-way dedicated by the developers of the Maughlin tract.

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

**RESOLUTION NO. 00-225**

**IN THE MATTER OF SANITARY SEWER PLAN APPROVAL IN DORNOCH ESTATES, SECTION 3:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plan for Dornoch Estates, Section 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 00-226**

**IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENTS FOR HARVEST WIND, SECTION 1, PHASE 6:**

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

**Harvest Wind, Section 1, Phase 6,**

This agreement executed on this 13<sup>th</sup> day of March,2000, by and between WEBB EENTURES, INC. SUBDIVIDER as evidenced by the HARVEST WIND, Section 1, Phase 6 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 \$128,060.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for 38 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 (\$215,689.00) 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

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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 \$8,650.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, 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 re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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



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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. Wuertz          Aye      Mr. Ward                      Aye      Mrs. Martin          Absent

**RESOLUTION NO. 00-227**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN WALKER WOOD, SECTION 7, PHASE 1:**

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

**Walker Wood, Section 7, Phase 1**                                                      2,535 feet of 8 inch sewer                                                      12 manholes

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

**RESOLUTION NO. 00-228**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY COMPLETE GENERAL CONSTRUCTION COMPANY FOR ACWRF CONTRACT S99-4:**

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

Whereas, Delaware County went out to bid and bids were taken on March 6, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by Complete General Construction Company of Columbus, Ohio has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by Complete General Construction Company in the amount of \$4,161,888.00 for the ACWRF Powell Road Effluent Line.

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

**RESOLUTION NO. 00-229**

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

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

Matthew D. Ice has resigned his position as Operator for OECC; effective date of resignation is March 18, 2000.

William R. Barks is accepting the position of Training Coordinator for EMS; effective date of hire is March 20, 2000.

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

**RESOLUTION NO. 00-230**

**IN THE MATTER OF AWARDING CONTRACT FOR INSURANCE CONSULTING SERVICES TO THE WILLIAMS INSURANCE AGENCY, INC.:**

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

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Whereas, under Ohio Revised Code Section 307.86(F), competitive bidding is not required when a purchase consists of any form of health care plan authorized to be issued under Chapter 1751 of the Revised Code and the contracting authority does all of the following:

- (1) Determines that compliance with the requirements of this section would increase, rather than decrease, cost of such purchase;
- (2) Employs a competent consultant to assist the contracting authority in procuring appropriate coverages at the best and lowest prices;
- (3) Requests issuers of such policies, contracts, or plans to submit proposals to the contracting authority, in a form prescribed by the contracting authority, setting forth the coverage and cost of such policies, contracts, and plans as the contracting authority desires to purchase;
- (4) Negotiates with such issuers for the purpose of purchasing such policies, contracts, or plans at the best and lowest price reasonably possible; and

Whereas, Delaware County has sent out requests for proposals for such consulting services; and

Whereas, The Williams Insurance Agency, Inc. has submitted the lowest and best proposal for these consulting services;

Therefore, be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, award and execute the contract for insurance benefits consulting services to the Williams Insurance Agency, Inc. through December 31, 2002 for the compensation of \$25,330 per year.

**Agreement**

This will confirm the agreement this 13 th day of March, 2000, by and between The Williams Insurance Agency, Inc. ("WMS"), 222 South Sandusky Street, Delaware, Ohio 43015, and the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, for consulting services on the terms and conditions described below. The parties agree to the following:

1. Delaware County Commissioners hereby engages WMS as its consultant to locate a person or entity to provide and/or administer a comprehensive insurance program including, but not limited to, the following insurance coverages; property insurance, general liability insurance, public officials liability insurance, automobile liability insurance, crime insurance, stop gap insurance (collectively, the "Coverages"). WMS will seek alternatives to providing Coverages, including insurance provided by insurance companies and coverage that is partially self-funded by Delaware County Commissioners.
2. Delaware County Commissioners acknowledges that WMS is making no representation or warranty that it will be able to locate associate insurance coverage alternatives or any insurance company, third party administrator or other associate insurance provider that is satisfactory to Delaware County Commissioners. Delaware County Commissioners also acknowledge and agree that WMS will have no responsibility for the provision or administration of any insurance to or for Delaware County Commissioners.
3. Delaware County Commissioners shall pay to WMS a fee of \$25,330 per year at the time that insurance contracts are awarded to insurance providers.
4. The Agreement shall commence as of the date hereof and continue for one year. This agreement will automatically renew for two, 1 year terms unless either party notifies the other in writing at least 60 days prior to the renewal date of its intention to cancel this agreement.
5. WMS is, and for all purposes shall be deemed to be, an independent contractor. Neither Delaware County Commissioners nor WMS shall have authority to legally bind the other.
6. This Agreement may not be amended, waived or modified except by a written instrument signed by both of the parties hereto. Either party without the prior written consent of the other party may not assign this Agreement. This Agreement shall be binding upon the parties hereto and upon their respective successors and permitted assigns.
7. WMS agrees to provide workers' compensation insurance for its own employees and agents and agrees to hold harmless and indemnify the Delaware County Commissioners for any and all claims arising out of any injury, occupational disease, disability or death of any of WMS's employees or agents.
8. WMS agrees to maintain a policy or policies of comprehensive general liability insurance with minimum liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit (bodily injury,

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including death, and property damage) at all times during the terms of this Agreement, including any extension or renewal of it. WMS shall provide a certificate of insurance for such coverage(s) to the Delaware County Commissioners. The said insurance policies shall include a provision for not less than 30 days written notice to the Delaware County Commissioners in the event of cancellation, non-renewal, expiration or termination for any other reason. In addition to any other remedy the Delaware County Commissioners may have, if WMS fails to obtain any insurance required to be carried under this Agreement or should any such insurance be canceled by the insurance company for any reason whatsoever, the Delaware County Commissioners, may, but need not, purchase such insurance, if obtainable, and charge the cost of such insurance to WMS, which cost shall be immediately due and payable.

- 9. WMS further agrees to hold the Delaware County Commissioners free and harmless from any and all claims for damages of whatsoever nature arising out of or related to the acts or omissions of WMS., its employees or agents, under this Agreement.
- 10. Delaware County Commissioners agrees to hold WMS free and harmless from any and all claims for damages, not to exceed \$25,330.00, when such damages are of a nature arising out of or related to the acts or omissions of Delaware County Commissioners or its employees under this agreement

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

**RESOLUTION NO. 00-231**

**IN THE MATTER OF APPROVING THE MANAGEMENT CONSULTING AGREEMENT WITH  
ADVANCED MANAGEMENT SYSTEM, INC.:**

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

**SCOPE OF SERVICE**

**I. OBJECTIVES OF THE PROJECT**

**This project is designed to provide an update of the current Compensation Management Plan (CMP) based on a wage survey for equitable, comparable, and competitive rates of compensation for all classifications now incorporated in the CMP. Selected functional areas, such as but not limited to Building Inspectors and the Olentangy Environmental Control Center, shall be specially reviewed and specific data developed and presented.**

**II. METHODOLOGY AND SCOPE OF STUDY**

**A. Post Implementation Audit**

- 1. AMS will audit all positions included in the CMP for proper job categorization; and,
- 2. AMS will audit all Supervisory and Managerial (SAM) positions included in the CMP for proper classification as defined by the relationship of the position to its subordinate levels of supervision. Further, these relationships will be displayed graphically in the form of a Table of Organization.

**B. Validation of Plan Implementation**

- 1. AMS will identify and assess modifications to the plan since implementation.
- 2. AMS will evaluate and collect new wage data for areas of the Plan as directed by the Board. AMS will conclude by providing and presenting a formally prepared report of the analyses, conclusions, and recommendations.

**MANAGEMENT CONSULTING AGREEMENT**

This Agreement is entered into this 13th day of March, 2000, by and between the **Delaware County Board of Commissioners**, hereinafter referred to as the “**Board**,” 101 North Sandusky Street, Delaware Ohio 43015 and **Advanced Management Systems, Inc., (AMS)** hereinafter referred to as “**Consultant**,” 555 West Schrock Road, Suite 220, Westerville, Ohio 43081-8739.

The **Consultant**, in consideration of the covenants and promises set forth herein, agrees to provide Management Consulting services, to include but not limited to an assessment of the implementation of the Compensation Management Plan and other consultant services as deemed appropriate by the **Board** and as set forth in the attached Scope of Services.

In consideration of the foregoing covenants and promises, the **Board** agrees to pay eighty - five dollars (\$85.00) per hour for all hours for which services are performed, unless otherwise herein noted or as agreed to by the **Board** with proper advance notice, except a minimum of four (4) hours shall be billed for all out-of-office services. Services provided by Administrative Support Technicians will be billed at fifty dollars (\$50.00) per hour. Further, the **Board** shall be responsible for the payment of documented incidental expenses necessary for

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the accomplishment of assigned work, to include but not limited to direct costs for receipted expenses that are in furtherance of the aforementioned services. Mileage will be billed at the IRS rate of \$0.325 per mile. The maximum cost of the project, based on the attached "Scope of Services, is not to exceed SIXTEEN THOUSAND AND FIVE HUNDRED DOLLARS (\$16,500.00). Invoices are to be sent to the **Board** or Designated Representative on a monthly basis and shall be payable within thirty (30) days of receipt. Any changes, additional work, or decreased work as mutually agreed will be at an hourly rate agreed upon by the parties by written amendment to this agreement **PRIOR TO THE WORK TAKING PLACE**.

This Agreement may be terminated by either Party at any time upon thirty (30) days advance written notice.

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

**RESOLUTION NO. 00-232**

**IN THE MATTER OF ACCEPTING THE STATEMENT OF QUALIFICATIONS FOR SELECTING A CONSULTING FIRM FOR THE DESIGN AND ENGINEERING OF MEDIC STATION 6 AT PORTER-KINGSTON:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to accept the Statement of Qualifications:

**PUBLIC NOTICE  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
ENGINEERING DESIGN CONSULTANTS SERVICES  
DELAWARE COUNTY, OHIO COMMISSIONERS**

The Delaware County Board of Commissioners wishes to receive Statements of Qualifications (SOQ) from experienced consulting engineering firms to assist the County in the design of an approximate **2,000 square foot emergency medical service facilities**.

**The work shall involve, but not limited to, the design of the emergency medical facility, bidding, construction management and other associated services.**

Statements of Qualifications will be received at the Delaware County Emergency Services Department, Attention: Mrs. Pearline Howald, Emergency Medical Service Manager, 10 Court Street, Delaware, Ohio 43015 until 10:00 a.m. on April 03, 2000. Submittals pursuant to this invitation will not be received after the hour and date stated above.

**PROCEDURE**

The Delaware County Board of Commissioners intend to use a Quality Based Selection Process in accordance with Ohio Revised Code.

The procedure for procurement of consulting services shall be:

- (1) Public notice requesting statements of qualifications (SOQ).
- (2) Submission of statements of qualifications (SOQ). Original and three copies to be submitted by 10:00 a.m. on April 03, 2000.
- (3) Evaluation and review of statements of qualification. (Clarification interviews may be scheduled with firms)
- (4) Scope of Services to short listed consultants (minimum of 3 selected) on April 17, 2000.
- (5) Submission of proposals (RFP). Originals and three copies to be submitted by 10:00 a.m. on May 08, 2000.
- (6) Evaluation and review of proposals. Personal interviews and site visits may be expected during evaluation of proposals. Week of May 15, 2000.
- (7) Selection and notification of successful firm. Estimated date: May 29, 2000.
- (8) Negotiation with selected firm.
- (9) Consultants authorized to proceed. Estimated date: June 05, 2000.

**EVALUATION OF STATEMENT OF QUALIFICATIONS**

To short list firms for technical proposals, an Evaluation Committee selected by the Delaware County Board of Commissioners will evaluate all Statements of Qualifications submitted. The committee will select and rank no fewer than three firms considered to be most qualified using an evaluation form and criteria approved by the County. The consulting firm, partnership, association or corporation shall have Architectural or Engineering as its major discipline with other services available as needed. Any architectural, engineering and/or testing services may be provided in-house or through sub-contractual agreements. Qualifications of any sub-consultant(s) used to obtain qualification in the various areas are to be included in the firm's statement of qualifications. Should the Evaluation Committee's require revisions or additional information, equal opportunity shall be provided to all offerors. The committee's consensus evaluation and ranking shall be submitted to the Delaware County Board of Commissioners for

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approval and processing. Evaluation of the qualifications will be based upon, but not limited to, the following criteria:

STATEMENT OF QUALIFICATION EVALUATION CRITERIA:

- I. Competence of the offeror to perform the required service as indicated by:**
  - (a) State of the art, flexibility and expandability of organization to meet Delaware County’s current and future needs.
  - (b) Training and education, and
  - (c) Experience of the offeror’s personnel who will be assigned to the work.
- II. Ability of the offeror to perform the required service competently and expeditiously as indicated by the offeror’s:**
  - (a) Workload,
  - (b) Availability of necessary personnel, and
  - (c) Equipment and facilities.
- III. Past performance of the offeror as reflected by the evaluation of Delaware County and other clients (to include name, location and brief description of similar services provided).**
  - (a) Quality of work,
  - (b) Success in controlling cost, and
  - (c) Success in meeting contract deadlines.
- IV. Location of office.**

CONTENT OF CONSULTANT’S STATEMENT of QUALIFICATIONS:

Statement of Qualifications should include, but is not limited to the following:

- I. Name of firm, address and telephone number.**
- II. Names, qualification 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 limited to the following for each individual:
  - (a) Number and type of projects in which individual are involved.
  - (b) A graphical or tabular representation of hours available for key personnel.
  - (c) Key personnel being defined as project engineers, design engineers, designers 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.**
- 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.**
- VIII. An outline of the firm’s Quality Assurance or Quality Management Program.**

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

**RESOLUTION NO. 00-233**

**IN THE MATTER OF ACCEPTENCE OF THE COMPLETION OF THE COMMUNICATIONS TOWER BY THE RIGHTER COMPANY, INC.:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to accept the completion of the Communication Tower:

The work performed under this Contract, Communication Tower, project no. 98707, has been reviewed and found to the architect’s best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use.

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

**RESOLUTION NO. 00-234**

**IN THE MATTER OF ACCEPTING THE BID SUBMITTED BY OHIO BUSINESS MACHINES, DBA CAPITAL COPY, FOR THE PURCHASE OF DIGITAL COPIER MACHINES:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to accept the bid for digital copier machines:

WHEREAS, Delaware County received bids for the purchase of digital copier machines on February 28, 2000 at 10:00am. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Ohio Business Machines d.b.a.

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Capitol Copy 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 Ohio Business Machines d.b.a. Capitol Copy for the purchase of digital copier machines and authorize signing the maintenance agreement as indicated in the bid documents.

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

**RESOLUTION NO. 00-235**

**IN THE MATTER OF DECLARING A NECESSITY TO ACQUIRE SITE FOR CONSTRUCTION OF COUNTY ADMINISTRATION BUILDING:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to declare a necessity to acquire a site for the construction of county administration and judicial buildings as housing for various Delaware County offices and the Delaware County Court of Common Pleas, as follows:

WHEREAS, the Delaware County Commissioners have a duty to provide adequate housing for the various political, administrative and judicial offices of county government and the county common pleas court, and

WHEREAS, the amount of space currently available for housing said offices and courts is no longer adequate, and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, by and through various committees and deliberations have selected the site that will best serve the needs and ends of county government, and

WHEREAS, the County has been unsuccessful in its efforts to purchase certain parcels within the required site for the construction of county administration and judicial buildings, and

NOW THEREFORE BE IT RESOLVED, that the Commissioners of Delaware County, Ohio do hereby request that the Prosecuting Attorney of Delaware County, Ohio proceed with actions of appropriation pursuant to Chapter 163 of the Ohio Revised Code on the tracts of land belonging to:

1. Molly L. Miller, described as follows:

Being in the City of Delaware, County of Delaware, and State of Ohio, a part of Outlot No. 41 in said City, described as follows:

Beginning in the east line of Sandusky Street in said City at the southwest corner of a tract of land of deeded to Clark J. and Kate Watson by Elizabeth A. Cornell, August 22, 1905, and recorded in Vol. 125 D. R. 553, said corner supposed to be 291/2 feet south of the south line of alley extending between Sandusky and Union Streets in said City: thence east on said Watson's south line to the southeast corner of said Watson tract in the west line of tracts belonging to H. W. Kern and Walter G. Wolfley, in 1941; thence south on said Wolfey's west line to the center line extended of the center wall between the two portions of the double house next south of said Watson property and known as Nos. 118 and 122 North Sandusky Street in said City, each side of said double now being occupied by of the children of William McKensie, deceased; thence west on said center line of said wall extended to the east line of Sandusky Street; thence north on the east line of Sandusky Street to the place of beginning; subject to the twenty foot (20') right -of-way over the east part of the premises herein described reserved in the deed of Elizabeth Cornell to Clark J. and Kate Watson, aforesaid recorded in Vol. 125 D. R. 553.

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

**RESOLUTION NO. 00-236**

**IN THE MATTER OF APPROVING THE AGREEMENT WITH EUGENE AND GEORGIA LEFFLER FOR RIGHT OF FIRST REFUSAL FOR THE PROPERTY AT 116 NORTH SANDUSKY STREET:**

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

**RIGHT OF FIRST REFUSAL**

On this 13 th day of March, 2000 by Eugene F. Leffler and Georgia Leffler, husband and wife (hereinafter called "Grantors"), of 116 North Sandusky Street, City of Delaware, County of Delaware, State of Ohio hereby grant to the Board of County Commissioners, Delaware County, Ohio (hereinafter called "Grantees"), of 109 North Sandusky Street, City of Delaware, County of Delaware, State of Ohio, the right of first refusal to purchase the real estate known as 116 North Sandusky Street, witnesseth;

WHEREAS, Grantors own real property located at 116 North Sandusky Street in the City of Delaware, County of

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Delaware, State of Ohio, and described more particularly in Exhibit "A" attached hereto, and

WHEREAS, this property is not currently being offered for sale, but Grantors recognize the possibility that it may be offered for sale at some later date, and

WHEREAS, Grantee desires to purchase the property if and when it is offered for sale.

NOW THEREFORE, in consideration of the premises and the payment of \$ 1,000.00, by Grantee to the Grantors, receipt of which is hereby acknowledged, the Grantors, Eugene F. Leffler and Georgia Leffler grant to the Board of County Commissioners, Delaware County, Ohio, the right of first refusal to purchase the above-described property as follows:

1. If Grantors desire to sell the above-described property, at 116 North Sandusky Street, and receive from some third-party a bona fide offer that is acceptable to the Grantors, for the purchase of the property, Grantors agree to disclose the terms of the offer to the Grantee, in writing, within fourteen days following the receipt of the offer.
2. Grantee shall have seven days after receiving notice of the terms of the offer within which to elect to purchase the property on terms identical to those offered by the third-party. This election shall be made by written notice to the Grantors at 116 North Sandusky Street.
3. Within seven days, the parties shall enter into a formal written contract for sale containing the same provisions as the third-party's offer which are applicable, except as the parties otherwise agree in writing.
4. Within thirty days of the signing of the formal contract, this transaction shall close and at closing and upon the payment of the purchase price by the Grantee, the Grantors shall:
  - (a) Deliver a title insurance commitment insuring marketable title in the Grantee for the purchase price.
  - (b) Pay all real estate taxes due and owing.
  - (c) Pro rate real estate taxes for the year of closing to date of closing based upon the last available auditors date.
  - (d) Execute and deliver a general warranty deed.

If Grantee fails to give notice of its election to exercise the right to purchase as specified above, Grantors shall be relieved of all obligations to Grantee under this option and this option shall become null and void.

It is understood that the consideration paid for this right of first refusal shall not be applied to the purchase price of the property.

The parties agree that this contract shall be binding on all parties, their heirs and assigns and that if not exercised prior to January 1, 2005, shall become null and void and of no legal effect.

In witness whereof the parties have set the hand to this agreement, this day of December 1999.

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

**RESOLUTION NO. 00-237**

**7:30 PM - IN THE MATTER OF HEARING FOR ANNEXATION OF 77.5, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:**

Opening the Hearing at 7:30 PM.

It was moved by Mr. Ward, seconded by Mr. Wuertz to Continue the Hearing until June 5, 2000, as requested by Scott Wolfe, agent for the petitioner. The Hearing was then closed at 7:31 PM.

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

**10:00 AM Bid Opening for Adams Road**

Bale Contracting, Inc.	\$527,027.30
Maintenance & Jenkin Construction Company	\$584,500.00
Northwood Stone and Asphalt Company	\$531,491.41
McDaniel's Contraction Company	\$614,347.14

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Kokosing \$589,549.55

There being no further business, the meeting adjourned.

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Deborah Martin

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James D. Ward

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Donald Wuertz

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Letha George, Clerk to the Commissioners