

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

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

Present: James Ward, Deborah Martin, Donald Wuertz

8:00 AM – Dane Gaschen, Assistant County Prosecutor

9:30 AM – Continuing the Public Hearing for the Proposed Amendments to the Delaware County Zoning Resolution

10:00 AM -Bid Opening Red Bank Road Twin Bridges Deck Replacement at County Engineer Office

10:30 AM – Walk Through Downtown Area to View City Bricks for Service Building

7:00 PM – Public Hearing on the Petition for Establishment of the Liberty Community Infrastructure Financing Authority as a New Community Authority

RESOLUTION NO. 00-726

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD AUGUST 28:

It was moved by Mr. Ward, seconded by Mrs. Martin to dispense with the reading of the minutes and resolutions of the regular meeting held August 28, 2000, and to approve resolutions and minutes as submitted.

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

RESOLUTION NO. 00-727

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD SEPTEMBER 5, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held September 5, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT – Roger Wren and Jennifer Way-Young of the Health Department gave a report on Hazardous Waste Disposal Day—It was a big success. (See Minutes)

RESOLUTION NO. 00-728

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 281678 THROUGH 282364:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 281678 through 282364 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-729

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Sanitary Engineer is requesting that Gary Zwolinski attend the Ohio Construction Contracting for Public Entities at Columbus on September 26, 2000, in the amount of \$249.99.

Emergency Service is requesting that J. Tracy, L. Fisher, P. Howald, D. Hall, B. Barks, H. Dick, M. Smith and J. Porter attend the 5th Annual Fire Rescue & EMS Expo at Columbus on September 9 and September 10, 2000, in the amount of \$56.00.

Emergency Service is requesting that B. Barks, B. Lavender and three LEPC Members attend the Weapons of Mass Destruction Training at Dayton on September 18 through September 22, 2000, in the amount of \$592.02. Building Regulations is requesting an additional \$50.00 for Ken Bruen and Roger Adkins to attend a “Legal Aspects “ Seminar at Dayton, Ohio on September 13, 2000, the total charge is \$200.00.

Administrative Services is requesting that Kevin Williams, Myra Williamson and Rachel Stull attend the Squire, Sanders, Dempsey Labor Law Seminar at Cleveland on September 13, 2000, in the amount of \$92.50.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

County Engineer is requesting that Ryan Mraz attend the Ohio Steel Bridge Forum at Columbus on September 26, 2000, in the amount of \$70.00.

County Engineer is requesting that Les Clark and Elmer Graham attend the Work Zone Traffic Control Seminar at Columbus on October 5, 2000, in the amount of \$145.00.

County Engineer is requesting that Ron Ford and Elmer Graham attend the Tort Liability Seminar at Columbus on September 28, 2000, in the amount of \$145.00.

County Engineer is requesting that Larry Witt and Ron Ford attend the Management/Leadership Seminar at Elyria, Ohio on October 11, 2000, in the amount of \$145.00.

County Engineer is requesting that Les Clark and Ron Ford attend the Traffic Signing and Pavement Marking Seminar at Columbus on November 8, 2000, in the amount of \$145.00.

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

RESOLUTION NO. 00-730

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 transfer of funds, appropriations and supplemental appropriations:

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
081-8110-040 Roadway Development – Equip	081-8110-020 Roadway Development - Srvs & Chrgs	\$ 265.73

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

PRESENTATION- DELAWARE CITY FIRE CHIEF TOM MACKLIN AND EMA SUPERVISOR DAVE HALL - LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) AWARD

RESOLUTION NO. 00-731

IN THE MATTER OF APPROVING PLATS SHERBROOK, PHASE 7 AND THE SHORES, SECTION 12; DITCH PETITION FOR THE SHORES, SECTION 12:

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

Sherbrook, Phase 7

Situated in the State of Ohio, County of Delaware, Township of Genoa, Quarter Township 3, Range 17, United States Military Lands, containing 9.235 Acres of Farm Lot 2 and 26.803 Acres of Farm Lot 3, and being 36.038 Acres, more or less, including 4.860 Acres of right-of-way, out of a 100.516 Acre Tract conveyed to Tussic Road Associates by deed of record in Deed Volume 653, Pages 145 and 146, records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$246.00.

The Shores, Section 12

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lot 5, Section 1, Township 3, Range 18, United States Military Lands, containing 34.643 Acres of land, More or Less, said 34.643 Acres being comprised of part of that 25.703 Acres Tract of land conveyed to Rennob, Inc. (an undivided one-half interest), and Evergreen Land Company (an undivided one-half interest) by deed of record in Deed Book 582, Page 665, and all of that 9.681 Acres Tract of land conveyed to Evergreen Land Company by deed of record in Deed Book 649, Page 658, and Deed Book 649, Page 661, all being of record in the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$180.00.

The Shores, Section 12 – Ditch Petition

We the undersigned owners of 34.643 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as THE SHORES, SECTION 12 as evidenced by the subdivision plant (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000

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

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of The Shores, Section 12.

The cost of the drainage improvements is \$182,282.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Sixty lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,038.04 per lot. An annual maintenance fee equal to 2% of this basis \$60.76 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$3,646.00 has been paid to Delaware County.

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

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

RESOLUTION NO. 00-732

IN THE MATTER OF APPROVING THE SUBDIVIDER’S AGREEMENTS FOR SCIOTO RESERVE, SECTION 4, PHASE 3; SHERBROOK, PHASE 7 AND HOME DEPOT AT HIGH PARK CENTER:

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

Scioto Reserve, Section 4, Phase 3

THIS AGREEMENT executed on this 11th day of September 2000 between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE 4, PHASE 3** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer’s Estimate approved 8/30/00 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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 **SUB-DIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-ONE 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 testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance,

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

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

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

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

CONSTRUCTION

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

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

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

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

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

Sherbrook, Phase 7

THIS AGREEMENT executed on this 11th day of September 2000, between **TUSSIC ROAD ASSOCIATES** as evidenced by the **SHERBROOK PHASE 7** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 8/24/00 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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 **SUB-DIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTY-SEVEN 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 testing laboratory. 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**

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

CONSTRUCTION

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

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

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

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

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

The Home Depot

THIS AGREEMENT executed on this 11th day of September 2000, between **THE HOME DEPOT, SUBDIVIDER**, as evidenced by the **HOME DEPOT AT HIGHPARK CENTER** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 8/23/00 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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 **SUB- DIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

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

ROADWAY AND STORM DRAINAGE

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

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

RESOLUTION NO. 00-733

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 work permits:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000114	Columbia Gas	Liberty Parkway	Install gas main
U000115	Suburban Natural Gas	The Shores 12	Install gas main

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

RESOLUTION NO. 00-734

IN THE MATTER OF REQUESTING A SPEED LIMIT REDUCTION ON HYATTS ROAD WITHIN THE VILLAGE LIMITS OF HYATTS:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize speed limit reduction as follows:

The Engineer has conducted an extensive study of traffic problems at the intersection of Hyatts Road and Liberty Road. As a result of this study, the engineer is asking the Board of Commissioners to pass a resolution requesting the Director of the Ohio Department of Transportation to order the erection of 35 mph speed limit signs along Hyatts Road and Liberty Road within the village limits of Hyatts.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

Therefore be it Resolved, the Delaware County Commissioners request the Director of the Ohio Department of Transportation to determine and declare a reasonable and safe prima-facie speed limit of 35 miles per hour and order the erection of speed limit signs along Hyatts Road and Liberty Road within the village limits of Hyatts.

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

RESOLUTION NO. 00-735

IN THE MATTER OF APPROVING THE NOTICE OF INTENTION TO RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO:

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

NOTICE is hereby given that it is the intention of the Board of County Commissioners of Delaware County, Ohio TO RECONSTRUCT AND ALTER THE INTERSECTION OF SOUTH OLD 3-C HIGHWAY AND STATE ROUTE 3, COUNTY ROAD NUMBER 24, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO.

NOTICE is hereby given that **September 25, 2000, at 10:30 a.m.** on the line of said proposed road improvement was fixed as the time and place for reviewing thereof. The final hearing for the improvement will be held **October 2, 2000, at 7:40 p.m.** in the Hearing Room of the Board of County Commissioners located at 101 North Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 00-736

IN THE MATTER OF APPROVING THE NOTICE OF INTENTION INTERSECTION IMPROVEMENTS TO MAXTOWN AND TUSSIC STREET AND MAXTOWN AND SUNBURY ROAD, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO:

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

NOTICE is hereby given that it is the intention of the Board of County Commissioners of Delaware County, Ohio, to improve the intersection of Maxtown Road, Township Road Number 32, and Tussic Street Road, County Road Number 108 and Maxtown Road, Township Road Number 32, and Sunbury Road, County Road Number 30, Genoa Township, Delaware County, Ohio.

NOTICE is hereby given that **September 25, 2000, at 10:45 a.m.** on the line of said proposed road improvement was fixed as the time and place for reviewing thereof. The final hearing for the improvement will be held **October 2, 2000, at 7:50 p.m.** in the Hearing Room of the Board of County Commissioners located at 101 North Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 00-737

IN THE MATTER OF APPROVING THE MODIFIED CONTRACT FOR PERFORMANCE SITE MANAGEMENT FOR PORTER CENTRAL ROAD:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the modified contract for the work on Porter Central Road:

Modification #1 to AGREEMENT made and entered into this 11th day of September 2000, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **PERFORMANCE SITE MANAGEMENT** hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated August 9, 1999, by and between the **DELAWARE COUNTY COMMISSIONERS and PERFORMANCE SITE MANAGEMENT**.

That said **FIRST AND SECOND PARTY**, hereby agree to increase the Current Contract amount of **\$206,494.36 by \$218,936.99** for compensation for project associated winter emergency force account work and with full depth chemical base stabilization and repaving work as deemed necessary and agreed to by the Delaware County Engineer. Said modifications as set forth in force account invoices dated July 19, 2000 and proposal for "Full Depth Reclamation" proposals dated July 25 & 28, 2000 (attached) are hereby incorporated by reference into the original plans, specifications and agreement. The revised contract amount is, therefore, increased to a **TOTAL of FOUR HUNDRED TWENTY FIVE THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS AND THIRTY-FIVE CENTS (\$425,431.35)** to be paid as specified in the terms of the original agreement, hereby agrees to furnish unto said **FIRST PARTY** all the necessary material, labor and equipment

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000

required to complete the project known as **PORTER CENTRAL ROAD RECONSTRUCTION**, Delaware County, Ohio, in accordance with **Plans, Drawings, General Specifications, Invitation to Bid for same hereto attached**; which **Plans, Drawings, General Specifications, State of Ohio Department of Transportation Specifications and Invitation to Bid** are hereby declared to be a part of this **Contract Modification**.

Additional work was done under a separate agreement with Porter Township. The amount of that agreement was \$212,192.00. The total of all work including modification 1 is \$637,623.35

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

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

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

RESOLUTION NO. 00-738

IN THE MATTER OF AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE AGREEMENT WITH ACCEL, INC.:

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

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

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

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

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

WHEREAS, the Ohio Department of Development has approved a relocation waiver allowing Accel, Inc. to consolidate its existing seven (7) locations in Columbus and Worthington in a new facility to be located in the Enterprise Zone in Orange Township and Delaware County; and

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

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

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

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

RESOLUTION NO. 00-739

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR EMS VEHICLES:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, October 9, 2000, at 10:30 AM.**

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

RESOLUTION NO. 00-740

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Michelle Phelps has accepted the position of Collections Systems Operator for OECC; effective date of hire is September 12, 2000.

Deborah Davis has been terminated from her position as Custodian for Maintenance; effective date of termination is August 31, 2000.

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

RESOLUTION NO. 00-741

IN THE MATTER OF REVISING POLICIES FOR FAMILY AND MEDICAL LEAVE ACT POLICY, TRAVEL AND EXPENSE REIMBURSEMENT POLICY, RECRUITING POLICY (FORMALLY REFERRED TO AS "HIRING PROCEDURES"), AND THE DELAWARE COUNTY EMPLOYEE HANDBOOK:

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

Whereas, Delaware County has incorporated several management policies and procedures over last five years to appropriately manage federal mandates, administer reimbursement to employees for business expenses, and set hiring procedures and employment standards, and provide for the general management of employees, and

Whereas, The Delaware County Commissioners and its management staff have recognized the need to improve and update these policies and procedures to meet new requirements and better serve the County's employees and the public,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the policies: Family and Medical Leave Act Policy, Travel and Expense Reimbursement Policy, Recruiting Policy (formally referred to as "Hiring Procedures"), and the Delaware County Employee Handbook be revised to assist the proper management of the employees of Delaware County.

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

RESOLUTION NO. 00-742

IN THE MATTER OF APPROVING CHANGE ORDER WITH COMPLETE GENERAL CONSTRUCTION COMPANY ON ALUM CREEK EFFLUENT LINE AND FORCE MAINS- POWELL ROAD SEGMENT:

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

Bid Proposal	\$4,161,888.00
Total Increase	62,149.90
Total Decrease	21,426.02
Total Contract Price	\$4,202,611.88

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

RESOLUTION NO. 00-743

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND FORT DEFIANCE CONSTRUCTION AND SUPPLY, INC. FOR AFRICA ROAD IMPROVEMENTS, CONTRACT S99-3:

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the Agreement by and between Delaware County Board of Commissioners and Fort Defiance Construction and Supply, Inc. for Africa Road Improvements, Contract S99-3. A copy of the agreement is located at the Commissioner's Office.

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

RESOLUTION NO. 00-744

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND BURGESS & NIPLE, LIMITED, ENGINEERS AND ARCHITECTS FOR SANITARY SEWER CONSTRUCTION INSPECTION SERVICES FOR NEW SUBDIVISIONS WITHIN DELAWARE COUNTY:

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

SECTION I- GENERAL

This AGREEMENT is made at Delaware, Ohio on this 11TH day of September 2000, and between the Delaware County Board of Commissioners, Party of the First part, hereinafter designated as the "OWNER" and Burgess & Niple, Limited, Engineers and Architects, Party of the Second Part, hereinafter designated as the "E/A," whose office is located at 5085 Reed Road, Columbus, Ohio 43220.

WITNESSETH: The Delaware County Board of Commissioners requires sanitary sewer construction inspection services for new subdivisions within Delaware County.

WHEREAS, The Delaware County Board of Commissioners has selected Burgess & Niple, Limited (B&N) to provide the engineering services.

NOW THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION II - SCOPE OF SERVICES

B&N shall provide qualified Resident Project Representative(s) (RPR) and Contract Administrators (CA) for the use by the OWNER and at the direction of the OWNER.

A. Duties and Responsibilities

1. Liaison - Serve as the OWNER'S liaison with Contractor working principally through Contractor's Superintendent and assist him/her in understanding the intent of the Contract Documents.
2. Review of work, Rejection of Defective Work, Inspection and Tests:
 - a. Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
 - b. Report to the OWNER whenever he/she believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise OWNER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the OWNER appropriate details relative to the test procedures.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to the OWNER.
3. Interpretation of Contract Documents - Transmit to the Contractor clarifications and interpretations of the Contract Documents as approved by the OWNER.
4. Modification - Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the OWNER.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

5. Reports
 - a. Furnish the OWNER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
 - b. Consult with the OWNER in advance of scheduled major tests, inspections or start of important phases of work.
 6. The RPR is authorized to call to the attention of the Contractor any failure of the work or materials that do not conform to the Specifications and Contract.
 7. The RPR is authorized to reject nonspecified materials.
 8. Payment Requisitions - Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the OWNER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
 9. Completion
 - a. Submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - c. Verify that all items on final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.
- B. In addition to the duties and responsibilities as spelled out in paragraph II. A. at the request of the OWNER, the Contract Administrator shall act as a Liaison Officer between the OWNER and the RPR, and shall, under the OWNER'S authority and control, use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, including, but not limited to, making recommendations and/or suggestions of solutions to field problems to the OWNER.
- C. **Limitations of Authority**
- Except upon written instruction of the OWNER, the Project Representative(s):
1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
 2. Shall not issue instructions contrary to the Contract plans, Specifications or Contract Documents.
 3. Shall not exceed limitations on the OWNER'S authority as set forth in the Contract Documents.
 4. Shall not undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's Superintendent, or expedite the work.
 5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
 6. Shall not issue directions as to safety precautions and programs in connection with the work.
 7. Shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

SECTION III - PAYMENT FOR PROFESSIONAL SERVICES

- A. The OWNER agrees to pay the E/A as compensation for professional services rendered as follows:
1. Payment for services to be rendered under SECTION II shall be made monthly to the E/A on the basis of the following fee schedule plus reimbursable expenses:

Resident Project Representative - \$42.00 per hour, per person. Work performed on a Saturday,

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

Sunday, Holiday and or any hours which exceed a total of 8 hours per day will be regarded as overtime for which compensation will be in the sum of \$63.00 per hour, per person for each overtime hour worked.

Contract Administration - \$80.00 per hour, per person.

2. Reimbursable expenses mean the actual expenses incurred directly or indirectly, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls and telegrams, reproduction of reports, drawings and specifications and similar project-related items.
3. The OWNER shall contact the RPR before 7:30 a.m. to terminate any scheduled daily inspections. The E/A shall forego loss of compensation for properly terminating scheduled daily inspection services. The E/A shall be compensated for 2 hours per person, for all scheduled inspection terminated before a 2-hour working period.
4. The E/A shall submit a monthly invoice to the OWNER, specifying the project name, total RPR hours worked, CA hours worked, gas mileage, and reimbursable expenses.

SECTION IV- STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished under this AGREEMENT will be the care and skill ordinarily used by member of the professions practicing under similar conditions at the same time and in the same locality and as further defined in the latest version of the Engineer's Joint Contract Documents Committee.

SECTION V- THE E/A TO ACT AS AGENT OF THE OWNER

- A. It is expressly understood and agreed that in the performance of their services under this AGREEMENT, the E/A shall act as agent of the OWNER.
- B. The OWNER and the E/A have bound themselves, their members, successors, executors, administrators, and assigns of the other party in respect to all covenants in this AGREEMENT.

SECTION VI - TERMINATION

In the event the OWNER or the E/A desires to terminate this AGREEMENT, it may be terminated upon a 30-day written notice by the party so desiring to terminate to the other party. The E/A shall be paid for work completed and services performed up to the time of notice and in the event it is allowed to complete commenced projects shall be compensated at the rate provided for in this Scope of Service.

SECTION VII- SIGNATURES

This AGREEMENT shall become effective upon acceptance and remain in effect through September 30, 2001 and shall not be construed to provide for exclusive use of the E/A or to guarantee utilization of the above stated services to any level stated or implied.

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

RESOLUTION NO. 00-745

IN THE MATTER OF APPROVING THE PURCHASE OF REAL ESTATE AT 146 NORTH SANDUSKY STREET FOR THE NEW ADMINISTRATIVE BUILDING:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the purchase of real estate:

This agreement made at Delaware, Ohio this 11th day of September 2000, by and between Delaware County Commissioners, 101 N. Sandusky Street, Delaware, Ohio 43015, hereinafter called the **BUYER**, and Robert E. Green and Mitzi L. Green, his wife, and David C. Green, unmarried, 146 North Sandusky Street hereinafter called the **SELLERS**, witnesseth:

1. Sellers agree to sell and convey and the Buyers agree to purchase and pay for the following described real estate

See Exhibit "A" Attached

2. The selling price shall be Two Hundred Fifty Thousand Dollars (\$ 250,000.00) payable as follows:
 - a) Five Hundred Dollars (\$ 500.00) upon the execution of this agreement and Two Hundred

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000**

Forty Nine Thousand Five Hundred Dollars (\$249,500.00) to be paid at closing.

3. The parties agree that the sale is in lieu of the Buyers initiating eminent domain action to take the real estate described herein for purposes of the County Administration Building.
4. At the time of closing and upon receipt of the purchase price the Sellers will:
 - a) Deliver a warranty deed for the aforesaid real estate to the Buyers;
 - b) Pay any and all real estate taxes presently due;
 - c) Pro-rate real estate taxes for the year 2000 based upon the last available Auditor's duplicate;
5. The Sellers shall have the right to remove anything and everything from the premises provided that such removal shall occur no later than February 28, 2001.
6. The Sellers shall deliver possession of the premises on or before the 28th day of February 2001.
7. This transaction shall close on or before the 28th day of February 2001, unless extended in writing. The closing shall be held at the offices of W. Duncan Whitney, Prosecuting Attorney, Delaware County, Ohio, 15 W. Winter Street, Delaware, Ohio, or any other place as agreed upon.

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

RESOLUTION NO. 00-746

9:30 AM-IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR PROPOSED AMENDMENTS TO DELAWARE COUNTY ZONING RESOLUTION:

Hearing Opened at 9:34 AM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to accept the Zoning Amendments as presented and to Close the Hearing at 9:40 AM.

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

RESOLUTION NO. 00-747

7:00 PM – PUBLIC HEARING ON THE PETITION FOR ESTABLISHMENT OF THE LIBERTY COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mr. Wuertz, seconded by Mr. Ward to Open the Hearing at 7:00 p.m.

It was moved by Mr. Wuertz, seconded by Mr. Ward to Close the hearing at 7:30 p.m.

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

RESOLUTION NO. 00-748

RESOLUTION APPROVING THE PETITION FOR ESTABLISHMENT OF THE LIBERTY COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Liberty Community Infrastructure Financing Authority (the "Authority") to govern a proposed new community district (the "District") was filed with and accepted by Resolution of this Board adopted on August 1, 2000; and

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the proposed Authority is comprised solely of the Board of County Commissioners of Delaware County; and

WHEREAS, pursuant to Section 349.03(A) of the Revised Code, the Board of County Commissioners of Delaware County, as the organizational board of commissioners, on September 11, 2000 held a public hearing on the Petition after public notice was duly published in accordance with Section 349.03; now, therefore, upon motion of Commissioner Mr. Wuertz, seconded by Commissioner Mr. Ward,

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

1. The Board finds and determines that the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the development of a new community as

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2000

defined in Section 349.01(A) of the Revised Code.

2. The Petition is hereby accepted and shall be recorded, along with this Resolution, in the journal of the Board of County Commissioners of Delaware County, as the organizational board of commissioners.
3. This Board declares that the Authority is hereby organized and a body politic and corporate and established as of October 6, 2000.
4. The corporate name of the Authority shall be the LIBERTY COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY.
5. The boundary of the District shall be set forth in Exhibit "A" attached to this Resolution.
6. The Board of Trustees of the Authority shall be composed of seven (7) members selected as provided in Section 349.04 of the Revised Code. This Board of County Commissioners shall appoint three (3) citizen members of the Board of Trustees to represent the interests of present and future residents of the District and one (1) member to serve as a representative of local government. Those appointments shall be by Resolution adopted by this Board within ten (10) days after the establishment of the Authority. That Resolution of this Board shall designate which two (2) of the initial citizen members shall serve initial one (1) year terms. The remaining citizen member and the member appointed to serve as a representative of local government shall serve two (2) year terms. The Clerk of this Board shall mail to the Developer a certified copy of that adopted Resolution.
7. The Developer shall appoint three (3) members to serve on the Board of Trustees of the Authority as representatives of the Developer, and shall designate which two (2) of those members shall serve an initial one (1) year term. The remaining member appointed by the Developer shall serve an initial two (2) year term. Those appointments and designations shall be in writing filed with the Clerk of this Board no later than October 16, 2000.
8. Pursuant to Section 349.04 of the Revised Code, each member of the Board of Trustees of the Authority shall post a bond in the amount of \$10,000 for the faithful performance of their duties. The bond shall be with a company authorized to conduct business within the State of Ohio as a surety and shall be deposited with the Delaware County Auditor and preserved by him.
9. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
10. This Resolution shall be in full force and effect immediately upon its adoption.

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

PRESENTATION - SAM SPOFFORTH (DANA K WAONCE)-PROJECT CLEAR

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners