

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001

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

10:00 AM Setting Bid Opening Date And Time For Ferric Chloride Solution; Sodium Hypochlorite Solution; And Nitrate Solution For Odor Control

RESOLUTION NO. 01-1466

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn into Executive Session at 8:00AM.

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

RESOLUTION NO. 01-1467

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session at 8:55AM.

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

PUBLIC COMMENT - None

RESOLUTION NO. 01-1468

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 324365 THROUGH 324619:

It was moved by _____, seconded by _____ to approve for payment warrants numbered 324365 through 324619 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P11002	Mike Weant	Compensation Mngmt System Update	0180-2005	\$ 14,790.00
INCREASE				
1B43118	Delaware Co. Family Serv	Prof Serv Admin	4510-2003	\$ 34,000.00
INCREASE				
1B02805	CCAO SC	Natural Gas Supply	0130-2603	\$ 10,000.00
<u>Vouchers</u>				
1B05258	BP Oil Company	Gasoline/Diesel Fuel	0140-1530	\$ 6,803.71
1B04754	Prudential Group Life	Long Term Disability Ins.	0300-2506	\$ 5,234.61
1B42980	House of New Hope Inc.	Residential Treatment	4530-2081	\$ 7,742.10
1B42980	Adriel School	Residential Treatment	4530-2081	\$ 7,825.50

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

RESOLUTION NO. 01-1469

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

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

SUPPLEMENTAL APPROPRIATIONS		
<u>FUND NUMBER:</u>	<u>FUND NAME:</u>	<u>AMOUNT:</u>
015-7030-015	Litter Grant - Mat & Sup	\$ 612.00
TRANSFER OF APPROPRIATION		
<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
001-3310-012	001-3310-040	\$ 12,500.00
Gen Fund/Sheriff – PERS	Gen Fund/Sheriff - Equip	
001-3320-010	001-3320-020	\$ 10,000.00
Gen Fund/Jail – Salaries	Gen Fund/Jail - Srvs & Chrgs	
003-4516-020	003-4580-020	\$ 100,000.00

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

JFS/WIA - Srvs & Chrgs	JFS/Soc srvs - Srvs & Chrgs		
015-7030-010	015-7030-012	\$	13.00
Litter Grant - Salaries	Litter Grant - PERS		
015-7030-010	015-7030-015	\$	2,787.00
Litter Grant - Salaries	Litter Grant - Mat & Sup		
015-7030-011	015-7030-015	\$	420.00
Litter Grant - Benefits	Litter Grant - Mat & Sup		
015-7030-013	015-7030-015	\$	25.00
Litter Grant - Medicare	Litter Grant - Mat & Sup		
015-7030-020	015-7030-015	\$	2,800.00
Litter Grant - Srvs & Chrgs	Litter Grant - Mat & Sup		

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
111-4530-047	003-4520-087	\$ 129,255.69
Childrens Services - Transfers	JFS - Transfer-in	

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

RESOLUTION NO. 01-1470

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Treasurer’s Report.

Copy is available in the Commissioners’ office.

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

RESOLUTION NO. 01-1471

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM ALEXANDRIA ENTERPRISES, INC. DBA MANHATTANS CAFÉ AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mrs. Martin, 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 Liberty Township Trustees that Alexandria Enterprises, Inc. DBA Manhattans Café has requested new D5 permit located at 9721 Sawmill Road Powell, Ohio and

Whereas, the Liberty 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. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 01 -1472

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Building and Grounds Department is requesting to attend a mobile lift training class in Lewis Center, Ohio December 18, 2001. (Required Safety Training)

The Engineer Department is requesting that Chris Bauserman attend NACE 2002 Conference in San Diego, California March 24-28, 2002, at the cost of \$1,858.50.

The Engineer Department is requesting that Jerry Fryman attend an Aerial work platform training program in Lewis Center, Ohio December 18, 2001, at the cost of \$45.00.

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

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001

RESOLUTION NO. 01 -1473

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the Tuition Assistance requests as follows:

Terri Lynn Hunt	Two classes	\$766.00				
Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Aye

RESOLUTION NO. 01-1474

IN THE MATTER OF APPROVING PLATS/PLAN FOR GOLF VILLAGE SECTION 3 PHASE A; EAGLE TRACE SECTION 2 PART B; TROTTERS GAIT AND WYNDFIELD MEADOWS AND DITCH MAINTENANCE PETITION FOR GENOA FARMS PHASE 1:

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

Golf Village Section 3 Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, And Lying In Farm Lots 1 And 23, Section 3, Township 3 North, Range 19 West, United States Military District, And Containing 20.230 Acres In Farm Lot 1, And 3.801 Acres In Farm Lot 23, Being 24.031 Acres, More Or Less, Including 3.622 Acres Of Right- Of-Way, Out Of The 33.661 Acre Tract Conveyed To Centex Homes, By Deed Of Record In O.R 117, Page 2212-2215, Record Of The Recorder’s Office, Delaware County, Ohio. Cost \$120.00.

Eagle Trace Section 2 Part B

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Farm Lot 3, Quarter Township 4, Township 3, Range 17, United States Military Lands, Containing 11.055 Acres Of Land, More Or Less, Said 11.055 Acres Being Part Of That Tract Of Land Conveyed To Centex Homes, LLC, By Deed Of Record In Official Record 121, Page 2144, Recorder’s Office, Delaware County, Ohio. Cost \$96.00.

Trotters Gait

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lot No. 6, Section 3, Township 3, Range 19, United States Military Lands, Being 60.269 Acres Of Land, 52.803 Acres Conveyed To Timberrock L.L.C. As Recorded In Official Record Volume 52, Page 649 And 7.466 Acres Conveyed To Willam G. And Barbara A. Paull As Recorded In Deed Book 476, Page 553 Recorders’s Office, Delaware County, Ohio. Cost \$114.00.

Wyndfield Meadows

Situated In The Township Of Genoa, County Of Delaware, State Of Ohio, Located In Farm Lot 3, Section 4, Township 3, Range 17, United States Military Lands, Being A Subdivision Of 21.172 Acres Out Of An Original 25.512 Acre Tract As Conveyed To Deborah Shirey Carter In Deed Book 636, Page 312. All References Are To The Recorder’s Office, Delaware County, Ohio. Cost \$9.00.

Ditch Maintenance Petition-Genoa Farms Phase 1

We the undersigned owners of 19.455 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Genoa Farms Phase 1as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County 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 Genoa Farms Phase 1subdivision.

The cost of the drainage improvements is \$ 67,023.28 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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

being created in this subdivision. 38 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, \$ 1,763.77 per lot. An annual maintenance fee equal to 2% of this basis \$ 35.28 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 \$ 1,340.47 has been paid to Delaware County.

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

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

RESOLUTION NO. 01-1475

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR RIVERBY ESTATES PHASE 4 AND GOLF VILLAGE SECTION 2, PHASE A:

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

Riverby Estates Phase 4

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 17TH day of December by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ADRIAN INC.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**RIVERBY ESTATES PHASE 4**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** shall deposit **NINE THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
- 4) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 5) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 6) The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2002**.
- 7) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**"
- 8) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 9) If the **SUBDIVIDER** should 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**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Golf Village Section 2, Phase A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 17th day of December 2001, between **CHARLES VINCE**, as evidenced by the **GOLF VILLAGE SECTION 2, PHASE A** 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,

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

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 11/14/01, 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 **SEVEN THOUSAND TWO HUNDREDDOLLARS** 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. 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,

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

provisions and requirements of this
AGREEMENT.

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

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

RESOLUTION NO. 01-1476

IN THE MATTER OF ACCEPTING ROADS IN DORNOCH ESTATES SECTION 3; WOODS OF DORNOCH SECTION 2; MEDALLION ESTATES SECTION 10, PHASE 1 AND HARBOR POINTE SECTION 1:

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

Dornoch Estates Section 3

- An addition of 0.12 mile to **Township Road Number 856, Royal Dornoch Circle**
- An addition of 0.14 mile to **Township Road Number 1202, Meadows Drive**

Woods of Dornoch Section 2

- **Maketewah Drive** to be known as **Township Road Number 1230**

Medallion Estates Section 10, Phase 1

- An addition of 0.53 mile to **Township Road Number 725, Medallion Drive West**
- **Blue Fescue Drive**, to be known as **Township Road Number 1235**
- **Little Leaf Lane**, to be known as **Township Road Number 1236**
- **Early Meadow Road**, to be known as **Township Road Number 1237**
- **Thornbush Drive**, to be known as **Township Road Number 1238**
- **Prairie Fire Court**, to be known as **Township Road Number 1239**

Harbor Pointe Section 1

- **Harbor Pointe Drive**, to be known as **Township Road Number 1231**
- **Bayside Ridge Drive**, to be known as **Township Road Number 1232**
- **Port Haven Drive**, to be known as **Township Road Number 1233**
- **Bayside Ridge Court**, to be known as **Township Road Number 1234**

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

RESOLUTION NO. 01-1477

IN THE MATTER OF APPROVING A CORRECTION TO THE NAME OF ROAD NUMBER 969 IN SCIOTO RESERVE SECTION 2, PHASE 1:

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

On January 16, 2001, The Board of Commissioners approved the acceptance of Township Road Number 969 into the public system as Willow Valley Drive. Since that time, the Engineer has found that the road actually is Willow Valley Way. Therefore, the County Engineer is requesting that a change be made to reflect the correct name and that the Concord Township Trustees be notified of the action.

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

RESOLUTION NO. 01-1478

IN THE MATTER OF APPROVING A CORRECTION TO THE ADDITION OF TOWNSHIP ROAD NUMBER 1097:

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

Arbors at Cheshire

On December 3, 2001, The Board of Commissioners approved an addition of 0.06 mile to Township Road Number 1062, East Street, for the above referenced project. As the records for this particular road are kept by the Township, the Engineer has been advised by the Township that East Street is, in fact, Township Road Number

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001

1097.

Therefore, the County Engineer is requesting a change that reflects an addition of 0.06 miles be made to Township Road Number 1097, East Street, and that the Berlin Township Trustees be notified of this change.

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

RESOLUTION NO. 01-1479

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WOODS OF DORNOCH SECTION 2; SCIOTO RESERVE SECTION 2 PHASE 1; HARBOR POINTE SECTION 1 AND MEDALLION ESTATES SECTION 10, PHASE 1:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to establish stop conditions:

Woods of Dornoch Section 2

- On Township Road Number 1230, Maketewah Drive, at its intersection with Township Road Number 976, Covered Bridge Drive

Scioto Reserve Section 2, Phase 1

- On Township Road Number 969, Willow Valley Way, at its intersection with Township Road Number 967, Glenmore Drive

Harbor Pointe Section 1

- On Township Road Number 1231, Harbor Pointe Drive, at its intersection with County Road Number 21, Africa Road
- On Township Road Number 1231, Harbor Pointe Drive, at its intersection with Township Road Number 1232, Bayside Ridge Drive
- On Township Road Number 1232, Bayside Ridge Drive, at its intersection with Township Road Number 1231, Harbor Pointe Drive
- On township Road Number 1232, Bayside Ridge Drive, at its intersection with Township Road Number 1231, Harbor Pointe Drive
- On Township Road Number 1233, Port Haven Drive, at its intersection with Township Road Number 1231, Harbor Pointe Drive
- On Township Road Number 1234, Bayside Ridge Court, at its intersection with Township Road Number 1232, Bayside Ridge Drive

Medallion Estates Section 10, Phase 1

- On Township Road Number 1235, Blue Fescue Drive, at its intersection with Township Road Number 725, Medallion Drive West
- On Township Road Number 1236, Little Leaf Lane, at its intersection with Township Road Number 1235, Blue Fescue Drive
- On Township Road Number 1236, Little Leaf Lane, at its intersection with Township Road Number 1237, Early Meadow Road
- On Township Road Number 1237, Early Meadow Road, at its intersection with Township Road Number 725, Medallion Drive West
- On Township Road Number 1238, Thornbush Drive, at its intersection with Township Road Number 725, Medallion Drive West
- On Township Road Number 1239, Prairie Fire Court, at its intersection with Township Road Number 725, Medallion Drive West

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

RESOLUTION NO. 01-1480

IN THE MATTER OF CORRECTING THE STOP CONDITIONS FOR ARBORS AT CHESHIRE:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to correct stop conditions:

Arbors at Cheshire

- On Township Road Number 1097, East Street, at its intersection with Township Road Number 1225, Finch Lane
- On Township Road Number 1060, Ford Street, at its intersection with Township Road Number 1097, East Street

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001

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

RESOLUTION NO. 01-1481

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR COVINGTON MEADOWS SECTION 2 AND WALKER WOOD SECTION 13:

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

Covington Meadows Section 2

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer's recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, the Engineer recommends that the maintenance bond be set at **\$41,000** for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes.

Walker Wood Section 13

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer's recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, the Engineer recommends that the maintenance bond be set at **\$65,000** for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, Rockford Homes.

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

RESOLUTION NO. 01-1482

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR EAGLE TRACE SECTION 2 PHASE B AND GOLF VILLAGE SECTION 3 PHASE A:

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

Eagle Trace Section 2, Phase B

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer is now at a point where he would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$44,000**, and a Bond and check totaling that amount have been deposited to cover the bonding of this project.

Golf Village Section 3, Phase A

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$78,000**, and two bonds totaling that amount are attached to cover the bonding of this project.

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

RESOLUTION NO. 01-1483

IN THE MATTER OF RELEASING A LETTER OF CREDIT TO DEVELOPER CONTINENTAL REAL ESTATE:

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

U.S. 23/Powell Road Retail Site

The referenced project has been completed to the Engineer's satisfaction. As this project included a road widening only and no new roadways, the Engineer request that the Board approve the release the Letter of Credit in the amount of \$91,370 being held as construction surety to the developer, Continental Real Estate.

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

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001

RESOLUTION NO. 01 -1484

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U-010209	Suburban Natural Gas	Worthington Galena Road	Install gas main
U-101210	Columbia Gas	Sawmill Parkway	Install gas main
U-010211	Columbia Gas	Woodland Hall	Install gas main
U-010216	Verizon	Concord Road	Bore under road
U-010217	Columbia Gas	Sawmill Parkway	Install gas main
U-010218	Columbus Southern Power	Highfield Drive	Bore under road
U-010219	Columbus Southern Power	Tussic Street Road	Push Conduit
U-010220	Columbia Gas	Sherbrook Section 9	Install gas main
U-010222	Columbia Gas	Eagle Trace Section 2,2	Install gas main
U-010223	Columbia Gas	Genoa farms 1	Install gas main
U-010224	Verizon	Green Meadows Drive	Bore telephone
U-010225	Verizon	Hyatts Road	Bury cable
U-010226	Columbia Gas	Tartan Fields 16	Install gas main

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

RESOLUTION NO. 01-1485

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS FOR JOHN BURNS UPON HIS RETIREMENT FROM DELAWARE COUNTY:

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

WHEREAS; John Burns has been an employee with Delaware County for thirty-one years, and

WHEREAS; John Burns has faithfully served the citizens of Delaware County through his dedication and hard work with the Delaware County Engineer as Summer Help, Bridge Technician, Design Technician and Design Engineer, and

WHEREAS; The Board of Commissioners of Delaware County wishes to express its sincere appreciation to John Burns for his thirty-one years of dedication and commitment.

NOW THEREFORE BE IT RESOLVED; That the Board of County Commissioners of Delaware County hereby officially congratulates John Burns on his retirement and wishes him the very best in all his future endeavors, and

BE IT FURTHER RESOLVED; that the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

RESOLUTION NO. 01-1486

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS FOR JERRY WARD UPON HIS RETIREMENT FROM DELAWARE COUNTY:

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

WHEREAS; Jerry Ward has been an employee with Delaware County for twenty-four years, and

WHEREAS; Jerry Ward has faithfully served the citizens of Delaware County through his dedication and hard work with the Delaware County Engineer as a Highway Worker, and

WHEREAS; The Board of Commissioners of Delaware County wishes to express its sincere appreciation to Jerry Ward for his twenty-four years of dedication and commitment.

NOW THEREFORE BE IT RESOLVED; That the Board of County Commissioners of Delaware County hereby officially congratulates Jerry Ward on his retirement and wishes him the very best in all his future endeavors, and

BE IT FURTHER RESOLVED; that the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001

RESOLUTION NO. 01-1487

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR VARIOUS SIZES OF 3-SIDED FLAT TOPPED PRECAST CONCRETE CULVERTS; VARIOUS SIZES OF 3-SIDED ARCH TOPPED PRECAST CONCRETE CULVERTS; VARIOUS SIZES OF 4-SIDED PRECAST CONCRETE BOX CULVERTS; OHIO DEPARTMENT OF TRANSPORTATION ITEM 606 GUARDRAIL ITEMS; GALVANIZED STEEL BEAM BRIDGE, (DESIGN/BUILD):

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, January 14, 2002, at 10:00 AM.**

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

RESOLUTION NO. 01-1488

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT TO AMEND AN EXISTING AGREEMENT DECLARING THE IMPROVEMENTS OF CERTAIN REAL PROPERTY IN LIBERTY AND BERLIN TOWNSHIPS, LOCATED IN A DEVELOPMENT KNOWN AS "THE PARK" AT GREIF BROS., TO BE A PUBLIC PURPOSE; DECLARING A PORTION OF SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A COUNTY PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND:

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

WHEREAS, the County, by its Resolution No. 99-715, declared the improvement of certain property located in Liberty and Berlin Townships to be a public purpose; declaring a portion of such property to be exempt from real property taxation; designating public improvements to be made that will benefit such property; requiring annual service payments in lieu of taxes; and establishing a County Public Improvement Tax Increment Equivalent Fund; and

WHEREAS, as a result of the passage of said Resolution No. 99-715, the County and Greif Bros. Corp. of Ohio, Inc. (the "Owner") have heretofore entered into the Delaware County Tax Increment Financing Agreement dated February 15, 2001 providing for the construction of certain Public Improvements as defined in said Resolution and Agreement; and

WHEREAS, subsequent to the execution of said Agreement, the Ohio Department of Development (ODOT) revised certain requirements relating to the construction of the Public Improvements; and

WHEREAS, the County and the Owner have determined that, based on those revised requirements, the cost of the Public Improvements will increase; and

WHEREAS, the County and Owner have determined to amend the Agreement to provide for the payment of the additional costs of the Public Improvements and to revise the scope of the Public Improvements as directed by ODOT.

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

Section 1. That the Delaware County Commissioners determine that the Agreement should be amended to reflect a revised estimated cost of the Public Improvements of \$1,857,139.31, and that the Target Payment Amount to be generated by the County Public Improvement Tax Increment Equivalent Fund shall be \$398,000, and that the revised scope of the Public Improvements shall be as described in Exhibit A attached hereto and made a part hereof.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Amendment Agreement with the Owner consistent with the amendments and revisions noted in this Resolution.

Section 3. The Delaware County Economic Development Department is directed to formally notify the Olentangy Local School District, the Delaware Joint Vocational School, the Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation in writing of this amendment.

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

RESOLUTION NO. 01-1489

AUTHORIZING EXECUTION OF AN AMENDMENT OF AN ENTERPRISE ZONE AGREEMENT WITH ACCEL, INC., AND PIZZUTI COMPANIES:

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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

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

WHEREAS, on September 6, 2000, the Orange Township Board of Trustees passed Resolution 2000-180, and on September 11, 2000, the Delaware County Board of Commissioners passed Resolution 00-738, authorizing the execution of an Enterprise Zone agreement with Accel, Inc.; and

WHEREAS, the Delaware County Board of Commissioners, Orange Township, and Accel, Inc. did enter into an Enterprise Zone Agreement dated September 11, 2000, in conjunction with a PROJECT to be undertaken for the purpose of constructing a new 304,255 square foot assembly/distribution/office facility, and investing in new personal property consisting of new machinery and equipment, at a site in Orange Township located at 8133 Highfield Drive, Lewis Center, Ohio; and

WHEREAS, pursuant to said Enterprise Zone Agreement, Accel, Inc. was to receive certain tax incentives as the presumed owner and investor in real property improvements and personal property and creator of new full-time equivalent (FTE) job opportunities and annual payroll, and retainer of existing full-time equivalent jobs at the PROJECT site; and

WHEREAS, it is now understood by all parties of the original Enterprise Zone Agreement for the referenced PROJECT that the amount of investment in real property improvements and personal property equipment shall be greater than originally estimated under said Enterprise Zone Agreement dated September 11, 2000; and

WHEREAS, in order to increase the level of investment in said PROJECT, Accel, Inc. desires to enter into a leasing agreement with the Pizzuti Companies in order to finance this additional investment in real property improvements and personal property machinery and equipment.

NOW THEREFORE PURSUANT TO THE FOREGOING, BE IT RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, that the Enterprise Zone Agreement for the Accel, Inc. PROJECT, originally dated September 11, 2000, is hereby amended as follows:

1. The investment amount in new machinery and equipment at the PROJECT site shall be increased from \$500,000 (Five Hundred Thousand Dollars) to \$900,000 (Nine Hundred Thousand Dollars), plus or minus ten percent. Accel, Inc. shall be the owner of all said personal property machinery and equipment, and shall be responsible for all taxes payable on this property.
2. This \$900,000 (Nine Hundred Thousand Dollars) investment in personal property machinery and equipment by Accel, Inc. shall be eligible to receive a 0% exemption for a ten-year exemption period as granted in the Enterprise Zone Agreement dated September 11, 2000 consistent with its ownership position relative to said personal property machinery and equipment.
3. The investment amount in real property improvements at the PROJECT site shall be increased from \$6,000,000 (Six Million Dollars) to \$7,100,000 (Seven Million One Hundred Thousand Dollars), plus or minus ten percent. The Pizzuti Companies, consisting of Northbrooke/AC LLC, and Pizzuti Properties shall be additional PROJECT participants along with Accel, Inc., and shall therefore be parties to the Enterprise Zone agreement as amended. Northbrooke/AC LLC shall be the owner of the real estate, and shall be responsible for the taxes payable on this property. Any reimbursements to Northbrooke/AC LLC by Accel, Inc. for taxes paid shall be subject to a separate agreement between Accel, Inc. and Northbrooke/AC LLC.

The County shall grant tax exemptions pursuant to Section 5709.63 of the Ohio Revised Code for investment in real property described as part of the PROJECT. The tax exemption amount shall be as follows on all new construction as part of the PROJECT:

<u>Year</u>	<u>Exemption Percent</u>
1	60%
2	60%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	40%
10	40%

Each identified project improvement will receive a ten-year exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2003 nor extend beyond December 31, 2013.

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001

4. It is understood that Accel, Inc. intends to acquire this new facility during the ten-year exemption period. Therefore, Accel, Inc. shall remain at the PROJECT site as the sole tenant or owner of this facility, and will control the entire facility throughout the ten-year exemption period by either leasing and maintaining operations in 100% of the floor area or by acquiring the facility and maintaining operations in 100% of the floor area within said facility for the entire ten-year exemption period.

5. Accel, Inc., Northbrooke/AC LLC, and Pizzuti Properties, LLC hereby each certify for itself that at the time this agreement is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which it is liable under Chapter 5727., 5733., 5735., 5739., 5741., 5743., 5747., and 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, have filed a petition in bankruptcy under 11 U.S.C.A. 101, et. seq., or such a petition has been filed against Accel, Inc. or said Pizzuti Companies. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

6. Accel, Inc. shall be responsible for all obligations and commitments stated in the Enterprise Zone Agreement dated September 11, 2000, and as amended. In addition, Northbrooke/AC LLC, and Pizzuti Properties, LLC shall only be responsible for the obligations and commitments pertaining to the construction of the real property improvements stated in the Enterprise Zone Agreement dated September 11, 2000, and as amended. If Accel, Inc. or said Pizzuti Companies materially fail to fulfill their obligations under this agreement, or if Delaware County determines that the certification as to delinquent taxes required by this agreement is fraudulent, Delaware County and Orange Township may terminate or modify all exemptions from taxation granted all parties under this agreement, and may require the repayment, from Accel, Inc., Northbrooke/AC LLC, and Pizzuti Properties, LLC, of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

7. Delaware County shall grant the real property tax exemption called for under the Agreement for the referenced PROJECT in recognition of this amendment and the terms and conditions established therein.

8. The Delaware County Director of Economic Development is directed to formally notify the Olentangy Local School District, the Delaware Joint Vocational School, the Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation in writing of this amendment.

9. The Clerk of the Board of Trustees is directed to submit a certified copy of this Resolution to the Delaware County Board of Commissioners.

10. That this Resolution shall take effect and be in force immediately after passage.

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

RESOLUTION 01-1490

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

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

WHEREAS, Delaware County has, via Resolution Number 91-846, designated an area in the Village of Sunbury 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 27th of November, 1991; and

WHEREAS, PharmaForce, 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 PharmaForce to negotiate an Enterprise Zone Agreement, has reviewed and recommends approval of the proposed Enterprise Zone application submitted by PharmaForce, Inc., with PharmaForce, Inc. being an enterprise which desires to expand, invest, and create employment opportunities 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

WHEREAS, the Village Council of the Village of Sunbury 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.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

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 Village of Sunbury Enterprise Zone has investigated the application submitted by PharmaForce, Inc. and determined that PharmaForce, Inc. 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 PharmaForce Project.

Section 3. The Delaware County Economic Development Director is directed to formally notify the Big Walnut 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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-1491

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Chris Bower has resigned his position as crew chief with the EMS Department effective date January 2, 2002

Jeffery Gladden has extended his leave of absence for 6 months from the OECC Department: Effective date December 17, 2001.

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

RESOLUTION NO. 01-1492

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR THE VILLAGE AT ALUM CREEK SECTION 5 AND THE WOODS OF MEDALLION:

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

The Village At Alum Creek Section 5	1,162 feet of 8 inch sewer 2,714 of 10inch sewer	19 manholes
The Woods of Medallion	2,193 feet of 8 inch sewer	12 manholes

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

RESOLUTION NO. 01-1493

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR GREIF BROTHERS AND PLANNED COMMUNITIES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following Sanitary Subdivider's Agreements:

SUBDIVIDER'S AGREEMENT - DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 17th day of December 2001, by and between GREIF BROTHERS, INC. SUBDIVIDER, as evidenced by the GREIF INTERCEPTOR SEWER (Sanitary Connection at Greif Greif Brothers Project Manhole A1 to Taggart Interceptor Sanitary Sewer) and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER and COUNTY have heretofore entered into certain agreements providing for the location by SUBDIVIDER of certain facilities within the County (FACILITIES). The location of those FACILITIES within the COUNTY will created and preserve economic and employment opportunities within the COUNTY. The COUNTY and the SUBDIVIDER have determined it necessary to construct certain infrastructure improvements to facilitate the completion of the new FACILITIES being constructed by the SUBDIVIDER. To facilitate the completion of the FACILITIES, the SUBDIVIDER has determined to construct those required infrastructure improvements and described herein and to further induce the construction of those FACILITIES and to provide for the creation and preservation of economic and employment opportunities within the COUNTY, the COUNTY has determined to provide certain credits to the SUBDIVIDER, all as provided for herein.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

Said SUBDIVIDER shall construct, install or otherwise make all public improvements (IMPROVEMENTS) shown and set forth to be done and performed in compliance with the proposed 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 \$500,000.00 which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all IMPROVEMENTS in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said IMPROVEMENTS. The SUBDIVIDER shall receive reimbursement in the form of capacity fee credits for up to \$700,000.00 of the actual project cost (approved construction cost + engineering cost). All applicable surcharges to the capacity fee must be paid separately. Actual approved project costs shall include all costs directly related to installation of the IMPROVEMENTS. Approval of the aforementioned costs shall be at the reasonable discretion of the Delaware County Assistant Sanitary Engineer, Sanitary Engineer, or Director of Environmental Services or their designee.

The SUBDIVIDER will receive 119 single family equivalent connections of the temporary PS/FM capacity. The COUNTY will provide wastewater hauling for up to 10,000 gallons per day starting June 1, 2002.

The SUBDIVIDER shall for this project indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 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 two (2) years from the date of the approval of said SUBDIVIDERS AGREEMENT 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 reasonable 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. . The COUNTY shall notify the SUBDIVIDER of departures from construction specifications, allowing the SUBDIVIDER 30 calendar days to rectify same. However, all parties recognize that certain deficiencies will require immediate correction. Such determination shall be at the reasonable discretion of the Sanitary Engineer or the ES Director.

SANITARY SEWER CONSTRUCTION

It is further agreed that prior to construction, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$30,000, 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 a result of charges against the same at the rate of:

INSPECTOR \$60.00
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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way 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 (90) 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 (90) days of completion of construction, furnish to the COUNTY

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

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

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

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

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

**SEWER EXTENSION AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 17th day of December 2001, by and between Planned Communities SUBDIVIDER, as evidenced by the Taggart Interceptor Sanitary Sewer and Temporary Pumpstation/Project and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER plans to develop certain real property around the site of the public improvements to be constructed as described herein. The SUBDIVIDER has determined to construct certain necessary public improvements to facilitate that development. The COUNTY has determined that certain enhancements to the planned public improvements are necessary to integrate those public improvements into the COUNTY'S sanitary sewer system. Therefore, to the extent that the SUBDIVIDER determines to construct those public improvements, the COUNTY will require that those public improvements be enhanced and oversized. The COUNTY will, upon satisfactory completion of those public improvements, acquire those public improvements from the SUBDIVIDER and reimburse the SUBDIVIDER for those enhancements and oversizing necessary to integrate those public improvements into the COUNTY'S sanitary sewer system, all as provided for herein.

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 proposed engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER, if platting is to proceed prior to the completion of construction, shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$2,644,780.00) which is reasonably 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 receive reimbursement for oversizing the Taggart Interceptor Sanitary Sewer in the form of capacity fee credits upon the following formula:

CAPACITY FEE CREDITS	=	REIMBURSEMENT \div \$5900.00
REIMBURSEMENT	=	TAGGART INTERCEPTOR PROJECT COST – PERRY/TAGGART INTERCEPTOR FAIR SHARE
TAGGART INTERCEPTOR PROJECT COST	=	TAGGART INTERCEPTOR ACTUAL APPROVED CONSTRUCTION COST + APPROVED ENGINEERING DESIGN COSTS + SANITARY ENGINEER CONSTRUCTION INSPECTION COST + CONSTRUCTION MANAGEMENT (10% of Approved Construction Cost) + APPROVED EASEMENT REIMBURSEMENT + INTEREST (Actual; not to exceed 30% of Approved Project Cost)
PERRY/TAGGART INTERCEPTOR FAIR SHARE	=	(TAGGART INTERCEPTOR PROJECT COST + PERRY INTER. PROJECT COST) x 550 \div 5200
PERRY INTERCEPTOR PROJECT COST	=	PERRY INTERCEPTOR ESTIMATED CONSTRUCTION COST + ESTIMATED ENGINEERING DESIGN COST + CONSTRUCTION INSPECTION COST (4.5% of Estimated Construction Cost) + CONSTRUCTION MANAGEMENT (10% OF Estimated Construction Cost) + INTEREST (Actual; Not To Exceed 30% of Estimated Project Cost)

The SUBDIVIDER shall also receive reimbursement for installing a 300 GPM Temporary Pumpstation/Forcemain in the form of Capacity Fee Credits based upon the following formula. The SUBDIVIDER may oversize this system at its own expense.

CAPACITY FEE CREDITS	=	REIMBURSEMENT \div 5900
REIMBURSEMENT	=	TEMPORARY PS/FM PROJECT COST - \$350,000

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

TEMPORARY PUMPSTATION/FORCEMAIN PROJECT COST = PS/FM ACTUAL APPROVED CONSTRUCTION COST + APPROVED ENGINEERING DESIGN COST + SANITARY ENGINEER CONSTRUCTION INSPECTION COST + CONSTRUCTION MANAGEMENT (10% of Approved Construction Cost) + INTEREST (Actual; Not To Exceed 30% of Estimated Project Cost)

Taggart Interceptor actual approved **construction** costs shall include all costs (except those otherwise defined in the Taggart Interceptor Project Costs) directly related **and incidental** to installation of that project. Perry Interceptor **estimated construction** costs shall include all costs (except those otherwise defined in the Perry Interceptor Project Costs) directly related **and incidental** to installation of that project. Temporary Pumpstation/Forcemain actual approved project costs shall include all costs (except those otherwise defined in the Temporary Pumpstation/Forcemain Project Costs) directly **related and incidental** to installation of that project. Approval of the aforementioned costs shall be at the **reasonable** discretion of the Delaware County Assistant Sanitary Engineer, Sanitary Engineer, or Director of Environmental Services or their designee.

The SUBDIVIDER may use the above CAPACITY FEE CREDITS anywhere in the Regional 1A Service District where the \$5900 Capacity Fee applies (all applicable surcharges to the Capacity Fee must be paid separately).

It is the intent of the COUNTY to place a Capacity Fee Surcharge on all connection tributaries to the PERRY/TAGGART INTERCEPTOR. Based upon the above formula, the first 550 single-family equivalent connections to the SUBDIVIDER will be exempt from that surcharge.

The SUBDIVIDER shall for this project indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 **direct** 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 **arising by, through and under SUBDIVIDER**.

All public improvement construction shall be performed within two (2) years from the date of the approval of said SEWER EXTENSION AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS. The SUBDIVIDER shall provide monthly an itemized statement of costs covering all project costs to date.

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 **reasonable** 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. The COUNTY shall notify the SUBDIVIDER of departures from construction specifications, allowing the SUBDIVIDER 30 calendar days to rectify same. However, all parties recognize that certain deficiencies will require immediate correction. Such determination shall be at the **reasonable** discretion of the Sanitary Engineer or the ES Director.

SANITARY SEWER CONSTRUCTION

It is further agreed that prior to construction, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$132,200.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00

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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER **and eligible for reimbursement, as an APPROVED EASEMENT REIMBURSEMENT, all subject to the reasonable discretion of the Delaware County Assistant Sanitary Engineer, Sanitary Engineer, or Director of Environmental Services or their designee.**

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

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001**

IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.
ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within forty-five (45) 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 ninety (90) 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 ninety (90) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. **The reasonable costs of providing utility services incident to the construction of the IMPROVEMENTS will be treated as a project cost herein and eligible for reimbursement.** 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.

The COUNTY recognizes that SUBDIVIDER may obtain a loan to finance the construction of the IMPROVEMENTS required hereunder. In connection with such loan, SUBDIVIDER'S lender (the "Lender") may require that SUBDIVIDER's rights under this Agreement be collaterally assigned by SUBDIVIDER to Lender. The COUNTY hereby consents to such collateral assignment and in connection therewith, hereby agrees as follows: (a) COUNTY will provide to Lender (of which it has written notice) copies of any default notices sent by the COUNTY to SUBDIVIDER concerning its obligations hereunder; (b) COUNTY will afford Lender a reasonable period of time to complete SUBDIVIDER's obligations hereunder in the event that SUBDIVIDER defaults hereunder and Lender, or its assigns, elects to complete the work required hereunder; (c) in the event that SUBDIVIDER (or Lender, its successors and assigns) has completed the construction of the IMPROVEMENTS in accordance with this AGREEMENT and earned the Capacity Fee Credits described herein, Lender, in the event of default by SUBDIVIDER under its loan with Lender, shall, upon written notice to COUNTY, be entitled to receive the benefits of such Capacity Fee Credits and Lender shall be entitled to assign, sell or otherwise transfer such Capacity Fee Credits to be utilized by such assignee in accordance with the terms of this Agreement; (d) SUBDIVIDER shall not be entitled to sell, assign or otherwise transfer the Capacity Fee Credits except upon the prior written consent of Lender; (e) Lender will not be responsible for or otherwise obligated to perform SUBDIVIDER's obligations hereunder, provided however, the Capacity Fee Credits will only be available upon completion of such work as otherwise provided herein; and (f) COUNTY agrees that it will execute such reasonable and lawfully permitted documents as Lender may request to carry forward the intent of the foregoing paragraph.

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

RESOLUTION NO. 01-1494

**IN THE MATTER OF APPROVING CHANGE ORDER M-6 (AGGRESSIVE MECHANICAL, INC.)
FOR THE ADDITION AND RENOVATION TO THE FORMER CARNEGIE LIBRARY BUILDING:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve change order M-6:

Aggressive Mechanical, Inc.

Original Contract	\$320,500.00
Previous Change Orders	\$ 7,979.65
Change Order M-6	\$106,584.10
Revised Contract Amount	\$435,063.75

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

RESOLUTION NO. 01-1495

**IN THE MATTER OF APPROVING CHANGE ORDERS FP-6 AND FP-7 (VFP FIRE SYSTEMS, INC.)
FOR THE ADDITION AND RENOVATION TO THE FORMER CARNEGIE LIBRARY BUILDING:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve change orders FP-6 and FP-7:

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2001

VFP Fire Systems, Inc

Original Contract	\$ 98,000.00
Previous Change Orders	\$ 2,775.00
Change Order # FP-6	\$ 3,535.00
Revised Contract Amount	\$104,310.00

VFP Fire Systems, Inc

Original Contract	\$ 98,000.00
Previous Change Orders	\$ 6,310.00
Change Order #FP-7	\$ 22,850.91
Revised Contract Amount	\$127,160.91

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

RESOLUTION NO. 01-1496

IN THE MATTER OF APPROVING CHANGE ORDER E-21 (JESS HOWARD ELECTRIC COMPANY) FOR THE ADDITION AND RENOVATION TO THE FORMER CARNEGIE LIBRARY BUILDING:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve change order E-21:

Jess Howard Electric Company

Original Contract	\$ 425,777.00
Previous Change Orders	\$ 50,407.16
Change Order E-21	\$ 209,000.00
Revised Contract Amount	\$685,184.16

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

Denny Schooley-DATA

RESOLUTION NO. 01-1497

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn into Executive Session at 11:15AM.

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

RESOLUTION NO. 01-1498

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session at 11:41 AM.

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

There being no further business the meeting adjourned.

 Deborah B. Martin

 James D. Ward

 Donald E. Wuertz