

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 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 – Planning Session -Sanitary Sewer Plans in Liberty Township

7:20 PM – Public Hearing #2 FY01 CDBG Formula Program

7:30 PM – Public Hearing for Annexation of 9.685 Acres from Delaware Township to City of Delaware

7:45 PM – Public Hearing for Annexation of 5.006 Acres from Concord Township to Village of Shawnee Hills

PUBLIC COMMENT

RESOLUTION NO. 01-692

IN THE MATTER OF APPROVING VOUCHER AND PAYMENT OF WARRANTS NUMBERED 308656 THROUGH 308997:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 308656 through 308997 and Purchase Orders and Vouchers as listed below:

Vouchers

1B02805      CCAO SC                      Gas/Utility                      0130-2603      \$      8,047.46

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

RESOLUTION NO. 01-693

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

OECC is requesting that Lyndon Johnson attend the Automated Equipment Seminar at Columbus on July 31, 2001, in the amount of \$349.00.

Prosecutor is requesting that David Hejmanowski attend the Prosecutor’ short Course at Northwestern on July 16 through July 20, 2001, in the amount of \$1,345.50.

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

RESOLUTION NO. 01-694

IN THE MATTER OF APPROVING PLANS FOR SHERBROOK, PHASES 9 AND 10; DUBLIN ELEMENTARY XI LEFT TURN & DECELERATION LANE FOR CONCORD ROAD; PLATS FOR NEWLAND WOODS; BIG DADDY FARMS; DITCH PETITIONS FOR HIGHLAND HILLS AT THE LAKES, SECTION 3, PHASES 1 & 2 AND HARVEST WIND, PHASE 7, SECTION 1:

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

**Sherbrook, Phases 9 & 10**

Street, Storm and Water Improvements - Situated in the Township of Genoa, being a part of Farm Lots 1 & 2, Section 3, Township 3, Range 17, U. S. Military Lands

**Dublin Elementary XI Left Turn & Deceleration Lane**

For the Board of Education – Dublin City Schools – Concord Road (Co. Rd. 129) Left Turn & Deceleration Lane, Concord Township, Delaware County

**Newland Woods**

Situated in the Township of Berkshire, County of Delaware, State of Ohio, located in Farm Lot 14, Section 3, Township 4, Range 17, United States Military Lands, being a subdivision of 6.976 Acres, there being all of a 6.976 Acre Tract as conveyed to Kermit Newland and Sue Newland in Deed Book 508, Page 432, all references are to the Recorder’s Office. Lot fee in the amount of \$6.00.

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**Big Daddy Farms**

Situated in the Township of Berkshire, County of Delaware, State of Ohio, being part of Farm Lots 21, 22 and 23, Section 3, Township 4, Range 17, United States Military Lands and being all of a 14.577 Acre Tract as conveyed to Duke R. Renzenbrink in Volume 14, Page 159, Delaware County Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$6.00.

**Highland Hills at the Lakes, Section 3, Phases 1 & 2- Ditch Maintenance Petition**

We the undersigned owners of 27.3396 acres in Orange & Genoa Township, Delaware County, Ohio propose to create a subdivision known as the Highland Hills at the Lakes, Section 3, Phases 1 & 2 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of Highland Hills at the Lakes, Section 3, Phases 1 & 2 subdivision.

The cost of the drainage improvements is \$41,130.00 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. Fifty-eight 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, \$709.14 per lot. An annual maintenance fee equal to 2% of this basis \$14.18 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 \$822.60 has been paid to Delaware County.

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

**Harvest Wind, Phase 7, Section 1- Ditch Maintenance Petition**

We the undersigned owners of 17.128 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as the Harvest Wind, Phase 7, Section 1 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of Harvest Wind, Phase 7, Section 1 subdivision.

The cost of the drainage improvements is \$203,682.00 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. Thirty-four 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, \$5,990.65 per lot. An annual maintenance fee equal to 2% of this basis \$119.81 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,073.64 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. Wuertz              Aye              Mr. Ward              Aye              Mrs. Martin              Aye

**RESOLUTION NO. 01-695**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR HARBOR POINTE,**

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**SECTION 2, PHASES 1 & 2; EAGLE TRACE, SECTION 2, PARTS 1 & 2 AND EAGLE TRACE, SECTION 3, PARTS 1 & 2:**

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

**Harbor Pointe, Section 2, Phase 1**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of July 2001, between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **HARBOR POINTE SECTION 2, PHASE 1** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 6/12/01, 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 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 THOUSAND ONE HUNDRED FORTY 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

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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 of make the improvements stipulated herein.

**Harbor Pointe, Section 2, Phase 2**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of July 2001, between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **HARBOR POINTE SECTION 2, PHASE 2** 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 6/12/01, 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 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 **TEN THOUSAND TWO HUNDRED FIFTY 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

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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 of make the improvements stipulated herein.**

**Eagle Trace, Section 2, Part 1**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of July 2001, between **CENTEX HOMES** as evidenced by the **EAGLE TRACE SECTION 2, PART 1** Construction plans filed with the **Delaware County Engineer, Delaware County, Ohio** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6/19/01, 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 **EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. 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

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acceptance by the **COUNTY COMMISSIONERS**.

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

**CONSTRUCTION**

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

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

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

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

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

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

**Eagle Trace, Section 2, Part 2**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of July 2001, between **CENTEX HOMES** as evidenced by the **EAGLE TRACE SECTION 2, PART 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6/19/01, 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 **TWENTY THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. 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**,

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with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**Eagle Trace, Section 3, Part 1**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of July 2001, between **CENTEX HOMES** as evidenced by the **EAGLE TRACE SECTION 3, PART 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6/19/01, 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

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**Eagle Trace, Section 3, Part 2**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of July 2001, between **CENTEX HOMES** as evidenced by the **EAGLE TRACE SECTION 3, PART 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6/19/01, 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





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**RESOLUTION NO. 01-696**

**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>
U010091	Verizon	Orangepoint Drive	Extend buried cable
U010092	Ameritech	Tussic Street Road	Relocate existing cable
U010093	Sprint Telephone	Adams Lane	Place telephone cable
U010094	Ameritech	Sunbury Road	Bore under road

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

**RESOLUTION NO. 01-697**

**IN THE MATTER OF APPROVING THE ESTIMATE AND PLAN FOR CONCORD ROAD CULVERT PROJECT:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the following estimate and plans.

**Concord Road Culvert Project                      Estimate                      \$390,004.92**

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

**RESOLUTION NO. 01-698**

**7:20 PM - IN THE MATTER OF PUBLIC HEARING # 2 FOR FY01 CDBG FORMULA PROGRAM:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to open the hearing

**RESOLUTION NO. 01-699**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR FY01 CDBG FORMULA PROGRAM**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the hearing.

**RESOLUTION NO. 01-700**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY RLF FUNDS FOR THE MIDWEST ACOUST-A-FIBER, INC. MACHINERY & EQUIPMENT ACQUISITION PROJECT:**

It was moved by Mr. Wuertz , seconded by Mrs. Martin to authorize the use of Delaware County RLF Funds:

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local eligible businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation; and

WHEREAS, the County’s RLF Loan Review Committee has reviewed the application and supporting documentation for the Midwest Acoust-A-Fiber, Inc. Machinery & Equipment Acquisition Project and has recommended RLF participation in same.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT RESOLVED that the Delaware County Board of Commissioners, does hereby approve a loan in the amount of \$280,000 from the Delaware County Revolving Loan Fund to Midwest Acoust-A-Fiber, Inc. to complete the financing of the referenced project. Said loan shall be made at a fixed rate of 6.25% for 5 years, subject to the following terms and conditions as recommended by the Delaware County RLF Review Committee:

The loan shall be secured by a subordinated lien on the assets to be purchased with the proceeds of this Company.

Upon passage of this resolution, approval of the RLF Project Report Form by the Ohio Department of Development, and clearance of all Ohio Department of Development Environmental Review Requirements and ERR timeframes, James D. Ward shall be authorized to execute the Legally Binding Document for the RLF financing for the referenced project.

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

**RESOLUTION NO. 01-701**

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

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

Angela Dial has resigned her position as Paramedic for EMS; effective date of resignation is June 25, 2001.

Jason Jones has resigned his position as Paramedic for EMS; effective date of resignation June 28, 2001.

Stephanie Burke and Nenad Resanovic are being promoted from Part-time Paramedic to Full-time Paramedic for EMS; effective date of promotion is July 3, 2001.

Daniel Lundy is being promoted from Part-time Paramedic to Full-time Paramedic for EMS; effective date of promotion is July 16, 2001.

Keith Tussing is being promoted from Part-time Intermediate to Full-time Intermediate for EMS; effective date of promotion is July 16, 2001.

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

**RESOLUTION NO. 01-702**

**IN THE MATTER OF APPROVING THE RENEWAL OF CONTRACTS BETWEEN JOB AND FAMILY SERVICES AND VARIOUS CHILD CARE PROVIDERS AS LISTED BELOW:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the contracts for child care:

Contract Period is July 1, 2001 to June 30, 2002

<b>Children's World Learning Center Charring Cross</b> 574 Charring Cross Blvd. Westerville, Ohio 43081		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant	\$138.00	\$93.00	Registration Fee - \$25.00
	Toddler	\$123.00	\$82.00	
	3 years old	\$108.00	\$72.00	
	4-5 years old	\$105.00	\$70.35	
	Kindergarten	\$ 90.00		
	Before & After School	\$ 55.00		
<b>A+Child Care and Learning Center</b> 398 Damascus Road Marysville, Ohio 43040		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant	\$138.00	\$93.00	Registration Fee - \$25.00
	Toddler	\$123.00	\$82.00	
	Preschool	\$108.00	\$72.00	
	Schoolage	\$100.00	\$67.00	
	Before or After School	\$ 45.00		
	Before & After School	\$ 30.00		
<b>Buckeye Valley East Elementary SACC</b> 522 E. High Street Ashley, Ohio 43003		<b>Five Day Program</b>	<b>8 Day Punch Card</b>	<b>Adjustments to Basic Rates</b>
	<b>Kindergarten – Fifth Grade</b>			Registration Fee - \$15.00 25% off fees for siblings (equal or lesser value)
	6:30 am – 9:15 am	\$25.00	\$46.00	
	3:40 pm – 6:00 pm	\$25.00	\$46.00	
	6:30 am – 9:15 am and 3:40 pm – 6:00 pm	\$50.00	\$92.00	
	<b>Kindergarten Only</b>	\$65.00	\$108.00	
	6:30 am – 6:00 pm	\$55.00	\$ 92.00	
	6:30 am – 3:40 pm	\$55.00	\$ 92.00	
	9:15 am – 6:00 pm	\$45.00	\$ 76.00	
	9:15 am – 1:00 pm	\$45.00	\$ 76.00	
	11:45 am – 3:40 pm			

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<b>Buckeye Valley North Elementary SACC</b> 4230 St. Rt. 203 Radnor, Ohio 43006		<b>Five Day Program</b>	<b>8 Day Punch Card</b>	<b>Adjustments to Basic Rates</b>
	<b>Kindergarten – Fifth Grade</b> 6:30 am – 9:15 am 3:40 pm – 6:00 pm 6:30 am – 9:15 am and 3:40 pm – 6:00 pm	\$25.00 \$25.00 \$50.00	\$46.00 \$46.00 \$92.00	Registration Fee - \$15.00 25% off fees for siblings (equal or lesser value)
	<b>Kindergarten Only</b> 6:30 am – 6:00 pm 6:30 am – 3:40 pm 9:15 am – 6:00 pm 9:15 am – 1:00 pm 11:45 am – 3:40 pm	\$65.00 \$55.00 \$55.00 \$45.00 \$45.00	\$108.00 \$ 92.00 \$ 92.00 \$ 76.00 \$ 76.00	
<b>Children’s World Learning Center # 614</b> 10655 Sawmill Parkway Powell, Ohio 43065		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Toddler Preschool School Age After School Before & After	\$123.00 \$108.00 \$100.00 \$ 50.00 \$ 78.00	\$82.00 \$72.00 \$67.00	Registration Fee - \$25.00
<b>Children’s World Learning Center</b> 401 Park Road Worthington, Ohio 43085		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool School Age Before School After School Before & After	\$152.00 \$131.00 \$114.00 \$103.00 \$ 56.00 \$ 65.00 \$ 76.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	Registration Fee - \$25.00
<b>Children’s World Learning Center # 720</b> 3480 Snuffer Road. Worthington, Ohio 43235		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool School Age Before School After School Before & After	\$152.00 \$131.00 \$114.00 \$103.00 \$ 52.00 \$ 65.00 \$ 73.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	Registration Fee - \$25.00
<b>Children’s World Learning Center</b> 1231 Sunbury Road Westerville, Ohio 43081		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool School Age Before School After School Before & After	\$138.00 \$123.00 \$108.00 \$100.00 \$ 60.00 \$ 72.00 \$ 78.00	\$ 93.00 \$ 82.00 \$ 72.00 \$ 67.00	Registration Fee - \$25.00
<b>Children’s World Learning Center</b> 600 Worthington Woods Blvd. Worthington, Ohio 43085		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool School Age Before School	\$152.00 \$131.00 \$114.00 \$103.00 \$ 80.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	Registration Fee - \$25.00

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	After School Before & After	\$ 59.00 \$ 67.00		
<b>Forest Lane Child Care</b> 412 Forest Lane, Richwood, Ohio 43344		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool Schoolage	\$129.00 \$100.00 \$100.00 \$100.00	\$86.43 \$67.00 \$67.00 \$67.00	Registration Fee - \$25.00
<b>Karousel Preschool &amp; Child Care Inc.</b> 129 Orangetick Drive Lewis Center, Ohio 43035		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Toddler Preschool Schoolage Kindergarten Before & After Before or After	\$95.00 \$95.00 \$95.00 \$75.00 \$55.00 \$45.00	\$63.65 \$63.65 \$63.65	Registration Fee - \$25.00
<b>Kinder Care Learning Center #0889</b> 2001 Bethel Road Columbus, Ohio 43220		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool School Age Before & After Before or After	\$152.00 \$131.00 \$114.00 \$103.00 \$ 73.00 \$ 65.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	Registration Fee - \$25.00
<b>Kinder Care Learning Center #0879</b> 2001 Hard Road Columbus, Ohio 43235		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool School age Before School After School Before & After	\$152.00 \$131.00 \$114.00 \$103.00 \$ 56.00 \$ 56.00 \$ 74.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	Registration Fee - \$25.00
<b>Kinder Care Learning Centers, Inc.</b> 96 Neverland Drive Lewis Center, Ohio		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool School Age Before or After Before & After	\$138.00 \$123.00 \$108.00 \$100.00 \$ 71.00 \$ 81.00	\$93.00 \$82.00 \$72.00 \$67.00	Registration Fee - \$25.00
<b>The Learning Center</b> 149 Charring Cross Drive S. Westerville, Ohoi 43081		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool Schoolage Before & After	\$152.00 \$131.00 \$114.00 \$103.00 \$ 70.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	Registration Fee - \$25.00
<b>The Learning Center of Worthington</b> 7878 Worthington-Galena Road Worthington, Ohio 43085		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool Schoolage	\$152.00 \$131.00 \$114.00 \$103.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	Registration Fee - \$25.00

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	Before & After School	\$ 75.00	\$ 69.00	
<b>Noah's Ark Learning Center</b> 110 Tippet Court Sunbury, Ohio 43074		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddlers Preschool Schoolage	\$138.00 \$123.00 \$108.00 \$100.00	\$93.00 \$82.00 \$72.00 \$67.00	Registration Fee - \$25.00
<b>Play to Learn Day Care</b> 4630 Leap Court Hilliard, Ohio 43026		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infant Toddler Preschool Schoolage Before & After School	\$152.00 \$131.00 \$114.00 \$103.00 \$ 90.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00	Registration Fee - \$25.00
<b>Today's Learning Child</b> 47 Lexington Blvd. Delaware, Ohio 43015		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infants Toddlers Preschool Schoolage Kindergarten AM/PM Kindergarten PM Before Only After Only Before & After	\$130.00 \$118.00 \$103.00 \$100.00 \$ 80.00 \$ 72.00 \$35.00 \$55.00 \$67.00	\$93.00 \$79.05 \$69.00 \$67.00	Registration Fee - \$25.00
<b>Toddler Inn</b> 715 West William Street Delaware Ohio 43015		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Infants Toddlers Preschool Schoolage School Days: Kindergarten Before Only After Only Before & After	\$125.00 \$115.00 \$105.00 \$100.00  \$85.00 \$45.00 \$55.00 \$70.00	\$83.75 \$77.05 \$70.35 \$67.00	Registration Fee - \$25.00
<b>Delaware Christian Academy</b> 2280 Marysville Road Delaware, Ohio 43015		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Toddlers Preschool <b>Preschool Program Only</b> ¾Preschool 4/5 Preschool	\$115.00 \$115.05  \$24.42 \$31.40	\$77.05 \$77.05	Registration Fee - \$25.00 + \$10.00 for toddlers not fully toilet trained
<b>Don-a-Del</b> 2221 Braumiller Road Delaware, Ohio 43015		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	Toddlers Preschool Schoolage <b>Kindergarten</b> School Day * Kindergarten rates are limited to children previously enrolled on a full time basis, have a younger sibling going to Don-A-Del or if enrollment allows.	\$115.00 \$105.00 \$100.00  \$70.00	\$77.05 \$70.35 \$67.00	Registration Fee - \$25.00

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	Part-Time Pre-School T, TH M, W, F	\$24.00 \$36.00		
<b>Grace Brethren Christian School</b> 8225 Worthington-Galena Road Westerville, Ohio 43281		<b>Basic Rates Full Time (25 Hrs. or More)</b>	<b>Part Time Rates</b>	<b>Adjustments to Basic Rates</b>
	<b>Preschool Only Threes</b> Tues-Thr or Wed – Friday Mon, Wed, Fri Mon – Fri <b>Fours, Fives</b> Tues-Thr or Wed- Friday Mon, Wed, Fri Mon-Fri <b>Full Day (Includes preschool) Threes</b> Tues-Thr or Wed- Friday Mon, Wed, Fri Mon-Fri <b>Fours, Fives</b> Tues-Thr or Wed- Friday Mon, Wed, Fri Mon-Fri	\$29.53 \$41.16 \$58.84 \$33.49 \$45.12 \$62.79 \$58.84 \$85.35 \$114.00 \$62.79 \$89.30 \$114.00	\$76.00 \$76.00 \$76.00 \$76.00	Registration Fee - \$25.00
<b>Delaware City School Age Child Care</b>		<b>Basic Rates (School Year)</b>		
	<b>Kindergarten SACC</b> 6:30 am 6:00 pm 6:30 am – 12:30 pm or 11:45 am – 6:00 pm 6:30 am – 9:00 am or 3:15 pm – 6:00 pm <b>Elementary Grades 1- 4</b> Before School Only After School Only Before and After School <b>Willis Grades 5-6 Morning/Afternoon</b> 5 days per week 4 days per week 3 days per week 2 days per week Drop in rate <b>Dempsey Grades 7-8 Morning</b> 5 days per week 4 days per week 3 days per week 2 days per week Drop in rate <b>Afternoon</b> 5 days per week 4 days per week	\$80.00 \$55.00 \$40.00 \$40.00 \$40.00 \$55.00 \$25.00 \$22.00 \$18.00 \$13.00 \$ 7:00 per visit \$12.00 \$10.00 \$ 8:00 \$ 6:00 \$10:00 per visit \$38.00 \$34.00		
<b>Delaware City School Age Child Care</b>	Summer Program			

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	<p><b>Grades K-6</b> 6:30 am – 6:30 pm 7:00 am – 5:30 pm</p> <p><b>Grades 7 and 8</b> 8:00 am – 4:30 pm 8:00 am – 4:30 pm 6:30 am – 6:00 pm 6:30 am – 6:00 pm</p>	<p><b>Per Week</b> \$90.00 \$80.00</p> <p>\$15.00 per day \$14.00 per day \$17.00 per day \$16.00 per day</p>	<p><b>Sibling Discount</b> \$67.50 \$60.00</p> <p>21 days or less 22 days or more 21 days or less 22 days or more</p> <p>Activity Fee \$20.00 Registration \$20.00 per family</p>	
<p><b>Buckeye Valley North Elementary SACC</b> 4230 St. Rt. 203 Radnor, Ohio 43006</p>		<p><b>Basic Rates Full Time (25 Hrs. or More)</b></p>	<p><b>Part Time Rates</b></p>	<p><b>Adjustments to Basic Rates</b></p>
	Schoolage	\$85.00	\$56.95	\$40.00 Field Trip Fee Per Child Registration \$30.00 per family
<p><b>Grace Family Daycare &amp; Preschool</b> 375 Hills Miller Road Delaware, Ohio 43015</p>		<p><b>Basic Rates Full Time (25 Hrs. or More)</b></p>	<p><b>Part Time Rates</b></p>	<p><b>Adjustments to Basic Rates</b></p>
	<p>Infant Toddler Preschool Kindergarten School Age (K-6) Before School After School Before &amp; After</p> <p>Preschool (9 mo. a Year) 3 year olds 4 year olds 4 1/2 – 5 year olds</p>	<p>\$130.00 \$120.00 \$108.00 \$ 70.00 \$ 85.00 \$ 35.00 \$ 35.00 \$ 55.00</p> <p>\$22.09 \$29.07 \$37.21</p>	<p>\$87.10 \$80.40 \$72.00 \$56.95</p>	<p>Summer K-8 \$/week X 10 weeks Summer 1<sup>st</sup> – 4<sup>th</sup> \$12/week X 6</p>
<p><b>Kinder Care Learning Center # 0916</b> 840 Dempsey Road Westerville, Ohio 43081</p>		<p><b>Basic Rates Full Time (25 Hrs. or More)</b></p>	<p><b>Part Time Rates</b></p>	<p><b>Adjustments to Basic Rates</b></p>
	<p>Infant Toddler Preschool School Age Before or After School Before &amp; After School</p>	<p>\$152.00 \$131.00 \$114.00 \$103.00 \$ 67.00 \$ 85.00</p>	<p>\$102.00 \$ 88.00 \$ 76.00 \$ 69.00</p>	<p>Registration Fee - \$25.00</p>
<p><b>Powell Child Care Center</b> 36 N. Liberty Street Powell, Ohio 43065</p>		<p><b>Basic Rates Full Time (25 Hrs. or More)</b></p>	<p><b>Part Time Rates</b></p>	<p><b>Adjustments to Basic Rates</b></p>
	<p>Infant Toddler 3 years old 4-5 years old Kindergarten Before &amp; After School</p>	<p>\$138.00 \$123.00 \$108.00 \$105.00 \$ 67.00 \$ 85.00</p>	<p>\$ 93.00 \$ 82.00 \$ 72.00 \$ 70.35</p>	<p>Registration Fee - \$25.00</p>
<p><b>Liberty Child Care &amp; Preschool</b> 14 Grace Drive Powell, Ohio 43065</p>		<p><b>Basic Rates Full Time (25 Hrs. or More)</b></p>	<p><b>Part Time Rates</b></p>	<p><b>Adjustments to Basic Rates</b></p>
	<p>Infant Toddler/Preschool Schoolage Kindergarten Before School</p>	<p>n/a \$105.00 \$100.00 \$ 75.00 \$ 35.00</p>	<p>n/a \$ 70.35 \$ 67.00</p>	<p>Registration Fee - \$25.00</p>



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	After School	\$ 45.00		
	Before & After School	\$ 65.00		
	Preschool Only			
	M_W_F	\$23.26		
	T-Th	\$20.93		

<b>Diana Hubbard</b>		<b>Basic Rates Per Hour</b>		
6395 Howard Rd. Sunbury, Ohio	Infant	\$2.05		None
	Toddler	\$2.05		
	Preschool	\$1.90		
	Schoolage	\$1.90		
<b>Brandie M. Class</b> 12533 US Rte. 42 Plain City, Ohio 43064	Infant	\$2.20		None
	Toddler	\$2.20		
	Preschool	\$2.00		
	Schoolage	\$2.00		

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

**RESOLUTION NO 01-703**

**IN THE MATTER OF AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR THE FISCAL YEAR 2001 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE SMALL CITIES FORMULA PROGRAM:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to authorize the application :

WHEREAS, the Ohio Department of Development has allocated \$135,000 in the Fiscal Year 2001 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, Delaware County has conducted its first public hearing concerning the CDBG program and has conducted a second public hearing on the proposed application on July 2, 2001. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program.

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 County Administrator is hereby authorized to make application for \$135,000 of Community Development Block Grant Small Cities Formula Program funds. \$45,000 of which shall be used for Downtown Streetscape Improvements in the Village of Ashley; \$36,000 is to be used for Roadway Improvements in the Village of Shawnee Hills; \$38,000 is to be used for Flood & Drainage Improvements in the Village of Ostrander; \$5,000 to be used for Flood and Drainage Master Plan for the Village of Galena, \$5,000 is to be used to prepare an Affordable Housing Study throughout the County; \$3,000 is to be used for Fair Housing educational activities throughout the County; and \$3,000 is to be used for Program Administration. Included with said application will be all necessary program assurances.

Section 2. That this resolution shall take effect and be in force immediately after passage.

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

**RESOLUTION NO. 01-704**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF ASHLEY DOWNTOWN STREETScape IMPROVEMENTS PROJECT, THE VILLAGE OF SHAWNEE HILLS' STREET IMPROVEMENTS PROJECT, THE VILLAGE OF OSTRANDER FLOOD & DRAINAGE IMPROVEMENTS PROJECT, THE VILLAGE OF GALENA DRAINAGE IMPROVEMENTS STUDY, AND THE COUNTYWIDE AFFORDABLE HOUSING STUDY PROJECT IN ADDITION TO FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2001 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM FOR THESE PROJECTS.**

It was move by Mrs. Martin, seconded by Mr. Wuertz to authorize the following;

WHEREAS, Delaware County has applied for \$135,000 in the Fiscal Year 2001 Small Cities Community Development Block (CDBG) grant funds under the Formula Program for various improvement and planning projects



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Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$35,400.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 12 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$60,822.45) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents 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 one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,300.00, 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.

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

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

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond,

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regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible maintained in continuous use throughout the construction and testing phases until accepted for operation and SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the

Mrs. Martin Aye Mr. Ward Aye

-708

IN THE MATTER OF TRA PERY TO THE CITY OF DELAWARE:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to transfer the excess property

Delaware County has personal property not needed for public use, or is obsolete or unfit for the

Delaware County may transfer such property to any political subdivision of the state in he Ohio Revised Code, Section 307.12.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to transfer the excess property previously used by the Delaware Recycling Center located re, Ohio consisting of a Hobbs semi trailer, a Fruehalf semi trailer, 2 pallet jacks, and an aluminum dock ramp to the City of Delaware, Ohio.

Vote on Motion Mr. Wuertz Mr. Ward Aye Aye

RESOLUTION NO. 01 709

7:30 PM – ANNEXATION OF 9.685 ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to open the Hearing at 7:50 PM.

Vote on Motion Mrs. Martin Mr. Wuertz Aye Aye

RESOLUTION NO. 01 710

IN THE MATTER OF POSTPONING THE HEARING TO JULY 9, 2001 AT 7:00 PM.

It was moved by Mr. Wuertz , seconded by Mrs. Martin to postpone the Hearing until 7:00 PM July 9, 2001.

Vote on Motion Mr. Wuertz Aye Aye Mrs. Martin

-711

7:45 PM PUBLIC HEARING FOR ANNEXATION OF 5.006 ACRES FROM CONCORD

Mrs. Martin Aye Mr. Ward Aye

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Aye Mr. Ward Mrs. Martin Aye

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**RESOLUTION NO. 01-713**

**IN THE MATTER TRANSFER EXCESS PROPERTY TO THE BOARD OF COUNTY COMMISSIONERS, KNOX COUNTY, STATE OF OHIO:**

It was moved by Mrs. Martin , seconded by Mr. Wuertz to transfer excess property:

WHEREAS, Delaware County has personal property not needed for public use, or is obsolete or unfit for use which it was acquired; and

WHEREAS, Delaware County may transfer such property to any political subdivision of the state in accordance to the Ohio Revised Code, Section 307.12.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, transfer the excess property previously used by the Delaware Recycling Center located at 325 Cherry Street, Delaware, Ohio consisting of a National Vertical Baler, model HY60A to the Board of County Commissioners, Knox County, State of Ohio.

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

**RESOLUTION NO. 01-714**

**IN THE MATTER OF APPROVING THE AGREEMENT AND LEASE BETWEEN DELAWARE COUNTY COMMISSIONERS AND EUGENE F. LEFFLER AND GEORGIA E. LEFFLER:**

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

Whereas, the Board of Commissioners of Delaware County, Ohio are desirous of obtaining an easement for development, grading and maintenance purposes over a portion of the land owned by Eugene F. Leffler and Georgia E. Leffler, husband and wife, and,

Whereas, a garage currently exists on that portion of the property, that same garage owned and utilized by Eugene F. Leffler and Georgia E. Leffler, and,

Now therefore, the parties hereby agree as follows:

1. The Board of Commissioners of Delaware County, Ohio shall:
  - A. Execute the attached 25-year renewable lease granting Eugene F. Leffler and Georgia E. Leffler and their heirs and assigns access over a portion of land adjacent to 116 N. Sandusky Street, as more fully described in the attached 25-year renewable lease.
  - B. Obtain, from the City of Delaware, permission for the placement of a curb cut along the east side of North Sandusky Street, for the placement of a driveway into the land described in the attached 25-year renewable lease.
  - C. Construct an asphalt driveway and turn-around as more fully described in the attached 25-year renewable lease.
  - D. Construct a new garage, to be located as more fully described in the attached 25-year renewable lease. Said garage shall be constructed to the specifications of Exhibit "1", attached hereto. Said garage shall contain two windows and an access door to the south. The Board of Commissioners of Delaware, County, Ohio shall be responsible for all costs of the construction of the building as specified in the attached Exhibit "1".
  - E. Provide for electrical wiring to the proposed new garage as part of or upon its construction. Said wiring will service an overhead interior light, an electrical garage door opener, and front exterior lights.
  - F. Pay any and all costs associated with the recording of attached lease and easement.
  - G. Pay any and all costs of the demolition of the existing structures or removal of existing vegetation as provided by the attached easement.
  - H. Provide for landscaping, maintenance, property insurance and repairs for the new/leased structure.
  - I. Complete the proposed new garage prior to the demolition of the existing garage in accordance with paragraph 2(A) below.
  - J. Install a three-foot concrete sidewalk from the south elevation access door to the existing walkway at

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the north side of the home at 116 N. Sandusky Street.

2. Eugene F. Leffler and Georgia E. Leffler shall:

A. \_\_\_\_\_ t purposes granting to the Board of Commissioners of Delaware County access for right of- limited to the right to remove any structures or vegetation currently existing thereon, of a portion of the l

Provide insurance for any items housed in the new garage.

**KNOW ALL MEN BY THESE PRESENTS** that the **DELAWARE COUNTY**, 101 N. San \_\_\_\_\_ **LESSOR**, for good and valuable **EUGENE F. LEFFLER** and \_\_\_\_\_ hereinafter called the **LESSEE** the receipt and sufficiency of which is hereby acknowledged, does hereby lease to said **LESSEE** , their successors and assigns, for a period of twenty five (25) years the following lands situated in the CITY OF DELAWARE, DELAWARE COUNTY, OHIO, and bounded and described in Exhibit "A" attached hereto. The \_\_\_\_\_ id lease term shall expire immediately if the Board of Commissioners of Delaware County, Ohio, acquires the land at 116 North Sandusky Street, Ohio by purchase or appropriation. \_\_\_\_\_ ease for an additional period of twenty five (25) years, at no cost to the lessee, subject to the purchase or appropriation condition listed above. Said lease is granted in exchange for valuable consideration in the form of a development easement granted t Lessor by the Lessees on this day and pursuant to an agreement duly signed by the parties.

Vote on Motion                      Mr. Ward                      Mrs. Martin                      Aye                      Aye

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

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Letha George, Clerk to the Commissione