

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 5, 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

- 1:00 PM Viewing for Reconstruction and Alteration of Intersections of South Old State and Powell Road and South Old State and Orange Road**
- 7:30 PM Public Hearing to Consider Reconstruction and Alteration of Intersections of South Old State and Powell Road and South Old State and Orange Road**

PUBLIC COMMENT

RESOLUTION NO. 01-1290

IN THE MATTER OF APPROVING VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 320367 THROUGH 320536:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 320367 through 320536 and Vouchers as listed below:

<u>Vouchers</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1B04754	Prudential Group Life	Long Term Disability Insurance	0300-2506	\$ 5,231.44
1B07261	Treasurer, State of Ohio	Crippled Children's Fund	0120-2059	\$ 27,054.65
1B42992	Kindercare Neverland	Childcare Services	4580-2080	\$ 19,390.00
1P08437	Gateway companies	S1500 Desktop PC's	8610-4105	\$ 32,848.00

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

RESOLUTION NO. 01-1291

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 0.777, MORE OR LESS, ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Concord Township To Village of Shawnee Hills, and

Whereas, Robert E. Albright, 600 South High Street, Columbus, Ohio 43215, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, January 7, 2002, at 8:15PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1292

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 20.951, MORE OR LESS, ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Concord Township To Village of Shawnee Hills, and

Whereas, Robert E. Albright, 600 South High Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, January 7, 2002, at 8:30PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk

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of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1293

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 482.762, MORE OR LESS, ACRES FROM TROY TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Troy Township To City of Delaware, and

Whereas, Michael T. Shannon, Esq., Crabbe, Brown & James, 500 S. Front Street, Suit 1200 Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, January 15, 2002, at 7:00PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1294

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 12.242, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Delaware Township To City of Delaware, and

Whereas, Michael R. Shade, 41N. Sandusky Street Delaware, Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, January 15, 2002, at 7:15PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1295

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 2.224, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Delaware Township To City of Delaware, and

Whereas, Michael T. Shannon, Esq., Crabbe, Brown & James, 500 S. Front Street, Suit 1200 Columbus, Ohio 43215 has been designated as agent for the petitioners.

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Now Therefore Be It Resolved, that Tuesday, January 15, 2002, at 7:30PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1296

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 50.16, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Liberty Township To City of Delaware, and

Whereas, Richard C. Brahm, 145 East Rich Street, 4th Floor, Columbus, Ohio 43215, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, January 7, 2002, at 8:45PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1297

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 151.23, MORE OR LESS, ACRES FROM LIBERTY AND BERLIN TOWNSHIPS TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Liberty and Berlin Townships To City of Delaware, and

Whereas, J. Jeffery McNealey, Esq., Porter, Wright, Morris & Arthur LLP, 41 South High Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, January 15, 2002, at 8:00PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1298

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 308.858, MORE OR LESS, ACRES FROM BERLIN TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Berlin Township To City of Delaware, and

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Whereas, Michael R. Shade, 41N. Sandusky Street Delaware, Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Thursday, January 17, 2002, at 7:00PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1299

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 170.5, MORE OR LESS, ACRES FROM TRENTON AND BERKSHIRE TOWNSHIPS TO VILLAGE OF SUNBURY AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Trenton and Berkshire Townships To Village of Sunbury, and

Whereas, Harrison W. Smith Jr., 37 West Broad Street, Columbus, Ohio 43215, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Thursday, January 17, 2002, at 7:15PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1300

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 99.76, MORE OR LESS, ACRES FROM OXFORD TOWNSHIP TO VILLAGE OF ASHLEY AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Oxford Township To Village of Ashley, and

Whereas, David J. Brehm, 15 West Winter Street, Delaware, Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Thursday, January 17, 2002, at 7:30PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1301

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 113.017, MORE OR LESS, ACRES FROM OXFORD TOWNSHIP TO VILLAGE OF ASHLEY AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation

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of certain real estate in Oxford Township To Village of Ashley, and

Whereas, David J. Brehm, 15 West Winter Street, Delaware, Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Thursday, January 17, 2002, at 7:45PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1302

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 3.914, MORE OR LESS, ACRES FROM OXFORD TOWNSHIP TO VILLAGE OF ASHLEY AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Oxford Township To Village of Ashley, and

Whereas, Carl Franklin, 9901Ashley Road, Ashley, Ohio 43003 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Thursday, January 17, 2002, at 8:00PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1303

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 27.72, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Orange Township To City of Columbus, and

Whereas, David J. Gordon 40 North Sandusky Street, Suit 300, Delaware, Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, January 22, 2002, at 7:00PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1304

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 49.005, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO CITY OF COLUMBUS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

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Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Liberty Township To City of Columbus, and

Whereas, Michael T. Shannon, Esq., Laura MacGregor Comek, Esq., and Crabbe, Brown & James, 500 S. Front Street, Suite 1200 Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, January 22, 2002, at 7:15PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1305

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 49.3, MORE OR LESS, ACRES FROM GENOA AND ORANGE TOWNSHIPS TO CITY OF WESTERVILLE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Genoa and Orange Townships To City of Westerville, and

Whereas, Harrison W. Smith Jr., 37 West Broad Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, January 22, 2002, at 7:30PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1306

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 951.11, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO CITY OF POWELL AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Liberty Township To City of Powell, and

Whereas, Robert E. Albright, 600 South High Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Tuesday, January 22, 2002, at 7:45 PM in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-1307

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Records Center is requesting that Christine Shaw attend a Miami Valley Archives Roundtable in Warren

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County, on November 15, 2001, at the cost of \$80.00.

The Auditors Office is requesting that David Yost and Bob Packham attend an Auditor’s Conference in Columbus, Ohio December 4-6, 2001, at the cost of \$458.00.

The EMS Department is requesting that 3 EMS Personnel attend a basic Critical Incident Stress Management Course in Sunbury, Ohio on November 9and 10, 2001, at the cost of \$375.00

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

RESOLUTION NO. 01-1308

IN THE MATTER OF APPROVING PLATS FOR SLANE RIDGE AND CROSS CREEK 2B AND DITCH MAINTENANCE PETITION FOR SCIOTO RESERVE SECTION 4 PHASE 7:

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

Slane Ridge

Situated in the State of Ohio, County of Delaware, Township of Genoa, Being Part of Farm Lot 2, Section 4 Township 3, Range 17, United States Military Lands, and Being all of a 9.418 Acre Tract (Tract “A”) and All of a 0.379 Acre Tract (Tract “B”), Conveyed to the Slane Co., LTD in Deed Volume 667, Page 520, Delaware County Recorders Office. Cost \$ 51.00.

Cross Creek 2B

Situated in the State of Ohio, County of Delaware, Township of Orange, Section 1 Township 3, Range 18, United States Military Lands, Containing 0.333 Acres in Farm Lot 14 and 7.620 Acres in Farm Lot 15, and Being 7.953 Acres, More or Less, Including 1.707 Acres of Right-Of-Way, out of the 65.302 Acre Tract Conveyed to Homewood Corporation, by Deed of Record in Deed Book 583, Page 784, Records of the Recorder’s Office, Delaware County, Ohio. Cost \$69.00.

Ditch Maintenance Petition-Scioto Reserve Section 4 Phase 7

We the undersigned owners of 23.79 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Section 4 Phase 7** as 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 **Scioto Reserve Section 4 Phase 7** Subdivision.

The cost of the drainage improvements is \$ 355,679.44 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. 58 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, \$ 6,774.47 per lot. An annual maintenance fee equal to 2% of this basis \$ 135.49 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 \$7,858.39 has been paid to Delaware County.

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

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

RESOLUTION NO. 01-1309

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR ATTUCKS DRIVE RIGHT-OF-WAY IMPROVEMENTS:

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

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SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 5th day of November 2001 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ONE POWELL COMPANY, LLC** hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**ATTUCKS DRIVE RIGHT-OF-WAY IMPROVEMENTS**” 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, at the time of plat approval, execute bond, letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 7/13/01 which is acceptable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “*Delaware County Engineering and Surveying Standards for Subdivision Development*” and the current “*Subdivision Regulations of Delaware County, Ohio*” or the plat will be executed upon the completion of the work to the satisfaction of the Delaware County Engineer.
- 4) The **SUBDIVIDER** shall deposit **EIGHT THOUSAND FOUR 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**.
- 5) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 6) 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.
- 7) The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2002**.
- 8) 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*”/
- 9) 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.
- 10) 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**.
- 11) 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**.
- 12) 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.

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

RESOLUTION NO. 01-1310

IN THE MATTER OF ACCEPTING ROADS IN SCIOTO RESERVE SECTION 1, PHASE 3 AND SAWMILL PARKWAY EXTENSION:

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

Scioto Reserve Section 1, Phase 3

- **Tree Lake Boulevard**, to be known as **Township Road Number 1223**

Sawmill Parkway Extension

- An addition of 1.93 mile to **County Road Number 609, Sawmill Parkway**

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

RESOLUTION NO. 01-1311

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SCIOTO RESERVE SECTION 1,

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PHASE 3 AND SAWMILL PARKWAY EXTENSION:

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

Scioto Reserve Section 1, Phase 3

- On Township Road Number 1223, Tree Lake Boulevard at its intersection with County Road Number 124, Home Road

Sawmill Parkway Extension

- On Township Road Number 122, Rutherford Road, at its east and west bound intersections with County Road Number 609, Sawmill Parkway
- On County Road Number 609, Sawmill Parkway, at its intersection with County Road Number 124, Home Road

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

RESOLUTION NO. 01 -1312

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U-010171	Columbus Southern Power	Sage Creek Subdivision	Install poles & conductor
U-010177	Sprint Telephone	Center Village Road	Directional bore
U-010179	Ameritech	Sawmill Parkway	Bury cable
U-010184	Columbia Gas of Ohio	Shellbark Ridge Phase 2	Install gas main

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

RESOLUTION NO. 01-1313

IN THE MATTER OF APPROVING A RESOLUTION FOR ADOPTION AWARENESS MONTH:

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

WHEREAS, every child deserves to have a loving, nurturing and permanent family to provide a stable, caring and supportive environment; and

WHEREAS, a growing number of Ohioans are building families through adoption enabling hundreds of individual children and siblings of all ages, races, and cultures, mental and physical conditions and emotional needs, to become members of their family permanently; and

WHEREAS, adoptive parents are rewarded by the joy of nurturing and supporting these children as they become happy and productive adult members of the community; and

WHEREAS, citizens should be encouraged to demonstrate their respect and gratitude for adoptive parents who unselfishly share their lives; and

WHEREAS, The Ohio Department of Job and Family Services, public and private child caring agencies, and adoption support groups work diligently for Ohio's children in need of permanent, safe and loving homes, and to strive to increase public awareness of the importance of adoptions.

NOW THEREFORE, The Delaware County Commissioners do hereby designate the Month of November as

ADOPTION AWARENESS MONTH

Throughout the State of Ohio and urge all Citizens to recognize the valuable service of adoptive families in their communities.

On this 5th day of November, 2001

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

RESOLUTION NO. 01-1314

IN THE MATTER OF AMENDING THE PREVENTION, RETENTION, AND CONTINGENCY (PRC) PLAN:

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

Whereas, The Prevention, Retention, and Contingency (PRC) program is designed to provide benefits and services to needy families and low-income employed families who are in need of help with essential supports to move out of poverty and become self-sufficient; and

Whereas, the funds for the Prevention, Retention, and Contingency Program are allocated to counties from the Ohio Department of Job and Family Services; and

Whereas, the design of the local program is a county responsibility; and

Whereas, these funds have been significantly reduced;

Now therefore be it resolved, that the County Department of Job and Family Services has reduced the eligibility standard for Financial Eligibility from 150% of the poverty level standard to the 100% of poverty standard; assistance will be limited to a total of \$500 per 12 month period. The eligibility standard for Employment Related Assistance is reduced from the 200% standard to 150% of poverty level. The monetary level will be capped at \$750 per twelve month period. The Employment Related assistance will be limited to one month car payment and three months insurance payments. Assistance is limited to one time Financial Crisis and one time Employment Assistance in a twelve month period. The following programs are added to the Prevention, Retention, and Contingency Plan: Help Me Grow, the Welcome Home Program, Early Intervention Services, The Wellness Block Grant and the Kinship Care/Navigator Program.

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

RESOLUTION NO. 01-1315

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER CHILDREN’S WORLD LEARNING CENTER WORTHINGTON WOODS:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Children’s World Learning Center Worthington Woods 72 Westerview Drive Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00 Registration Fee
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After	\$ 82.00	\$ 69.00	
	Before School Only	\$ 71.00	\$ 69.00	
	After School Only	\$ 71.00	\$ 69.00	

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

RESOLUTION NO. 01-1316

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR VILLAGE AT POWELL PHASE 1; GOLF VILLAGE SECTION 1, PHASE A, PART II AND SCIOTO RESERVE SECTION 4, PHASE 8:

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

Village At Powell Phase 1

This agreement executed on this 5th day of November 2001, by and between FIORI HOMES SUBDIVIDER as evidenced by the **Village At Powell Phase 1**, (Plat filed with the Delaware County Recorder, Delaware County, Ohio) and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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 (\$59,289.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for all claims, suits, actions and proceedings which may originate from or

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on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,150.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$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 the one year reinspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

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

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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This agreement executed on this 5th day of November 2001, by and between TRIANGLE REAL ESTATE as evidenced by the **Golf Village Section 1, Phase A, Part II**, (Plat filed with the Delaware County Recorder, Delaware County, Ohio) and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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 (\$51,972.04) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,600.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$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 the one year reinspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings,

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construction schedules, operation of facilities and other matters incident hereto.

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

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Scioto Reserve Section 4, Phase 8

This agreement executed on this 5th day of November 2001, by and between HOMEWOOD CORPORATION SUBDIVIDER as evidenced by the **Scioto Reserve Section 4, Phase 8**, (Plat filed with the Delaware County Recorder, Delaware County, Ohio) and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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 (\$41,130.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,900.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$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 the one year reinspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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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 Autocade DWG files or DXF files.

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

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

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 01-1317

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS FOR TO COUNTY AUDITOR:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to certify to the County Auditor the following delinquent accounts for placement on the tax duplicate. Itemized listing available for review at the Commissioners Office:

Regional 1-A	\$ 48,065.18
Bent Tree	\$ 315.00
Galena	\$ 1,059.37
Hoover Woods	\$ 242.16
Scioto Hills	\$ 161.44
Shawnee Square	\$ 13,295.95
Tartan Fields	<u>\$ 2,439.05</u>
	\$ 65,578.15

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

RESOLUTION NO. 01-1318

IN THE MATTER OF APPROVING CHANGE ORDER WITH FORT DEFIANCE FOR AFRICA ROAD IMPROVEMENTS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the Change Order as follows:

Fort Defiance Construction & Supply, Inc. --Change Order # 3 -- \$99-3

Bid proposal	\$ 6,524,400.20
Previous Change Orders	164,207.22
Increase C O # 3	30,630.40
Total Contract to Date	\$ 6,719,237.82

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

RESOLUTION 01-1319

IN THE MATTER OF APPROVING AN AGREEMENT WITH NETEAM FOR THE PURCHASE AND INSTALLATION OF A WIRELESS POINT-TO-POINT NETWORK IN DELAWARE COUNTY:

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

WHEREAS, some Delaware County facilities, including the Emergency Medical Service and Environmental Service operations, are not connected to the main County government complex, and

WHEREAS, these facilities are not connected to the County’s intra-net and other services normally available to office and departmental personnel, and

WHEREAS, a wireless data system provides both a practical and economical solution to connecting these remote facilities to the main governmental buildings and has been presented to and approved by the Delaware County Data Board;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve an agreement with NETEAM to provide a wireless radio data system and all associated equipment and work to Delaware County at a cost not to exceed \$125,000.00.

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

RESOLUTION NO. 01-1320

IN THE MATTER OF APPROVING CHANGE ORDER #1 BID PACKAGE 21 (INTERIOR PACKAGE PLUMBING PER BULLETIN #2; REVISED STORM PIPING PER BULLETIN #8 AND FWO #BP-21-01 RAISE ROOF DRAINS) AND CHANGE ORDER #2 FOR BID PACKAGE 21 (REVISED PLUMBING RISERS AND STACKS PER BULLETIN # 12 AND FWO #21-02 REVISED WATER COOLER FINISHES) FOR THE NEW SERVICES BUILDING:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve change orders #1 and #2 for Bid Package 21:

Kirk Williams Company

Original Contract	\$179,000.00
Change Order #1	\$ 19,707.09
Revised Contract Amount	\$198,707.09

Kirk Williams Company

Original Contract	\$179,000.00
Previous Change Orders	\$ 19,707.09
Change Order #2	\$ 7,586.79
Revised Contract Amount	\$206,293.88

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

RESOLUTION 01-1321

IN THE MATTER OF APPROVING CONTRACT WITH NORTHWESTERN OHIO SECURITY SYSTEM, INC (SECURITY SYSTEM) FOR THE NEW SERVICES BUILDING:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**Northwestern Ohio Security System, Inc.
P. O. Box 869
Lima, Ohio 45802**

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

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ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Attachment A and reasonably inferable by the Contractor as necessary to produce the results intended by the Attachment A, for:

SECURITY SYSTEM
Delaware County Services Building
140 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Attachment A, the amount of \$ One Hundred Twenty-two Thousand Four Hundred Seventy Six Dollars and Eighty-three cents (\$122,476.83), based upon the Quotes, dated June 15, 2001 and August 21, 2001 submitted by the Contractor.

\$122,476.83 Base Bid
\$ _____ No alternates awarded
Total Contract Amount \$122,476.83

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Attachment A.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

- Substantial Completion for all Bid Package Contracts 3/06/2002
- Completion of all Architects Prepared Punch list Items 4/10/2002

following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Attachment A.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Attachment A.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Attachment A.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 The Attachment A shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Attachment A shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract

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shall be brought in a court of competent jurisdiction in the State of Ohio.

- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Attachment A, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Attachment A shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION 01-1322

IN THE MATTER OF APPROVING CONTRACT WITH THE PAINTING COMPANY FOR THE
NEW SERVICES BUILDING:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**The Painting Company
6969 Industrial Parkway
Plain City, Ohio 43064**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Twenty-six – INTERIOR PAINTING
Delaware County Services Building
140 North Sandusky Street
Delaware, Ohio 43015**

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Eighty-four Thousand, Nine Hundred Thirty-two dollars (\$84,932), based upon the Bid Form, dated July 24, 2001 submitted by the Contractor.

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\$84,932 Base Bid
no alternates awarded
Total Contract Amount \$84,932

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before* Substantial Completion for all Bid Package Contracts 3/6/2002
 Completion of all Architects Prepared Punch list Items 4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are

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available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 01-1323

7:30 PM PUBLIC HEARING TO CONSIDER RECONSTRUCTION AND ALTERATION OF INTERSECTIONS OF SOUTH OLD STATE AND POWELL ROAD AND SOUTH OLD STATE AND ORANGE ROAD:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Hearing at 7:30PM.

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

RESOLUTION NO. 01- 1324

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR RECONSTRUCTION AND ALTERATION OF INTERSECTIONS OF SOUTH OLD STATE AND POWELL ROAD AND SOUTH OLD STATE AND ORANGE ROAD:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to close the Hearing at 7:45PM.

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

RESOLUTION NO. 01-1325

IN THE MATTER OF ESTABLISHING THE NEED TO AND DECLARING NECESSARY BY AN UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO THE RECONSTRUCTION AND ALTERATION OF INTERSECTIONS OF SOUTH OLD STATE AND POWELL ROAD AND SOUTH OLD STATE AND ORANGE ROAD:

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it shall so declare by Resolution; now, therefore, upon motion of Mr. Wuertz, seconded by Mrs. Martin.

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

- Section 1) That the Clerk of the Board of County Commissioners of Delaware County, Ohio, did cause legal publication on October 19 and on October 26, 2001, in accordance with the law.
- Section 2) That on November 5, at 1:00 PM the above project, was viewed by the Delaware County Commissioners on the line of said proposed improvements The public hearing on this matter was held on November 5, 2001, at 7:30 PM.
- Section 3) That it is necessary for the public convenience and welfare that proceedings be initiated to proceed with the above projects.

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

RESOLUTION NO. 01-1326

IN THE MATTER OF INSTRUCTING THE ENGINEER TO PREPARE SURVEYS, PLANS ESTIMATES, SPECIFICATIONS AND PLATS FOR THE RECONSTRUCTION AND ALTERATION OF INTERSECTIONS OF SOUTH OLD STATE AND POWELL ROAD AND SOUTH OLD STATE AND ORANGE ROAD AS VIEWED ON NOVEMBER 5, AT 1:00 PM:

THE COUNTY ENGINEER SHALL FILE ALL NECESSARY PLANS, ESTIMATES, SPECIFICATIONS, SURVEYS AND PLATS AT THE EARLIEST DATE POSSIBLE.

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WHEREAS, on September 17, 2001, by Resolution No. 01-1056, the Board of County Commissioners did fix the public viewing for November 5, at 1:00 PM and the final public hearing, for November 5, 2001, at 7:30 PM.

WHEREAS, legal notice was published in a newspaper of general circulation in said County; and

WHEREAS, on November 5, 2001, the Board of County Commissioners of Delaware County, Ohio, adopted a Resolution declaring it necessary for the above projects.

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, did on the November 5, 2001, viewing of said proposed improvement of the above projects, met on the line thereof as described in said Resolution of Necessity to go over and along the line of said proposed improvements and the premises adjacent thereto, which are affected thereby and does find the proposed improvements are of sufficient importance to require that the Engineer of Delaware County, Ohio be instructed and directed to make all necessary surveys, plans, estimates, specifications and plats;

Now, therefore, upon motion of Mrs. Martin seconded by Mr. Wuertz.

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

Section 1) That the Engineer of Delaware County, Ohio, be and hereby is authorized and instructed to make all necessary, plans, estimates, specifications, surveys, and plats of the proposed improvements to the projects, an accurate and detailed description of each tract of land which will be necessary to be taken, together with the names of each owner, to set stakes at the termini of each right-of-way line and at all angles between such termini and at sufficient other points in the right-of-way lines so that the bounds of the proposed herein described road improvement may be discernible in the property owners' property.

The Engineer's plans, estimates, specifications, surveys and plats of the proposed improvements shall be submitted to the County Commissioners at the earliest date possible.

Section 2) That the Delaware County Engineer, by his request, is hereby authorized and directed to investigate and recommend to this Board a consulting engineer to be employed to assist him in the preparation of plans and all other related documents for the above mentioned improvement.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners