

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 22, 2002

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

Present: Donald Wuertz, Deborah Martin, James D. Ward

RESOLUTION NO. 02-526

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

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 02-527

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 8:57AM.

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

PUBLIC COMMENT – Mr. Ward commented the Farmland Preservation applications are due April 30, 2002.

RESOLUTION NO. 02-528

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF BATCH NUMBERS OHSB417A, OHSB417B, OHSB417C AND CMAPRO419:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of batch numbers OHSB417A, OHSB417B, OHSB417C AND CMAPRO419 and Purchase Orders and Vouchers as listed below:

PO’S

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Tech Skills	Continuing Education	22411603-530530501	\$ 15,000.00
Medtronic Physio-Control	Purchase of Life-Paks	10011303-545045025	\$ 86,973.34

INCREASE

Buckeye Boys Ranch	Cluster	22511608-534234215	\$ 10,000.00
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Vouchers

CCAO SC	Gas/Utility	10011102-533833810	\$ 8,444.21
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Vote on Motion Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 02 -529

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Environmental Services Department is requesting that Karl Martin Hough attend a Basic Electrical Training Course in Columbus, Ohio November 6 & 7, 2002, at the cost of \$395.00. (Training to meet work goals).

The Environmental Services Department is requesting that Paul Sandstrom attend a Symposium on Composting and Utilization in Columbus, Ohio May 6 through 8, 2002, at the cost of \$482.50. (Biosolids Management).

The Commissioners Office is requesting that Jim Ward attend the NACO Annual Conference in New Orleans, Louisiana July 12 through 17, 2002, at the cost of \$1,927.50.

The Court of Common Pleas is requesting that Kara Clark, Erin Kline, Jeff Vandeborne and Mark Taglione attend Annual Community Corrections Training in Columbus, Ohio May 30 and 31, 2002, at the cost of \$600.00. (Training).

Juvenile Court is requesting that Terrie Clinger, Steve Hanson, Mary Kay Wittenauer, Ken Spicer, Margaret McCoy and Michelle Delery attend an Ohio Association of Drug Court Professional Conference in Columbus, Ohio May 9 & 10, 2002, at the cost 405.00.

The Engineer Department is requesting that Chris Bauserman and Tiffany Brinkmoeller attend a Problem Employee Seminar in Columbus, Ohio May 9, 2002, at the cost of \$366.00.

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

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RESOLUTION NO. 02-530

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Johannes Dickhof	Two classes	\$400.24				
Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-531

IN THE MATTER OF APPROVING A PLAN FOR ORANGE POINT COMMERCE CENTER PHASE 4:

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

Orange Point Commerce Center Phase 4

Orange Township, Delaware County Ohio; Street and Storm Improvements Commerce Court. No Cost.

Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye
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RESOLUTION NO. 02-532

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR COVINGTON MEADOWS SECTION 3:

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

Covington Meadows Section 3

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 22nd day of April, 2002 between M/I SCHOTTENSTEIN HOMES as evidenced by the COVINGTON MEADOWS SECTION 3 Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO is governed by the following considerations to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer’s Estimate approved 4/3/02, 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 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the AGREEMENT, the SUBDIVIDER shall deposit SIXTY-SIX THOUSAND EIGHT HUNDRED DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer and, if deemed necessary by the Delaware County Engineer, testing by an independent testing laboratory. When the fund has been depleted to thirty percent (30%) of the original amount deposited, the SUBDIVIDER shall replenish the account, upon notice by the Delaware County

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

RESOLUTION NO. 02 -533

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

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

Permit #	Applicant	Location	Type of Work
U02036	Columbia Gas of Ohio	Woods on Seldom Seen Phase 3,2	Install gas pipe
U02048	Ameritech	Jewett Road	Trench in right-of-way
U02050	Verizon	N. Old State Road	Place telephone cable
U02051	Verizon	Bowtown Road	Place telephone cable
U02052	Verizon	N. Old State Road	Place telephone cable
U02053	Verizon	S. 3B’s & K Road	Place telephone cable
U02054	Verizon	North Galena Road	Replace poles
U02055	Columbus Southern Power	Braumiller/Berlin Station Roads	Install electric service
U02056	Ameritech	S. Old 3C Highway	Place cable
U02058	Verizon	Carters Corner Road	Place telephone cable
U02059	Suburban Natural Gas	Rivers Edge Section 2	Install gas main
U02060	Suburgan Natural Gas	Big Walnut Road	Install gas main

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

RESOLUTION NO. 02 -534

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY ENGINEER:

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

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AGREEMENT

On this 3rd day of January, 1999 this agreement was entered into by and between the Delaware Soil and Water, Conservation District, State of Ohio, hereinafter called the District, the Delaware County Board of Commissioners, State of Ohio, hereinafter called the Commissioners, and the Delaware County Engineer, hereinafter called the Engineer. Revision to this document was made on the 3rd day of January, 2000.

STATEMENT OF PURPOSE

The District, the Commissioners, and the Engineer have the common objective of cooperatively bringing about the administration and maintenance of drainage improvements within Delaware County. They, therefore, enter into this agreement as the foundation for an enduring cooperative working agreement for the administration and maintenance of drainage projects as established under the provisions of the Ohio Drainage Law, Chapter 6137, Ohio Revised Code.

WHAT THE DISTRICT WILL DO

The District will provide needed personnel to carry out the maintenance program, upon receipt of notification that sufficient Ditch Maintenance Funds are available to do so.

The District will make annual inspections on all ditches under maintenance assessment and file a report with the Engineer by April 1st, annually, for the Engineers use in making his recommendation to the Commissioners by June 1st of each year, in accordance with Section 6137.06, Ohio Revised Code.

The District will make assessment adjustment recommendations in its inspection report to the Engineer, in accordance with Section 6137.11, Ohio Revised Code.

The District will cooperate with adjacent counties on joint maintenance and assessment agreements.

The District will carry out all needed improvements under the maintenance program as provided for under the Ohio Drainage Law, Chapter 6137, Ditch Maintenance Fund, Ohio Revised Code.

The District will provide certificates for reduction in annual maintenance assessments as provided for under section 6137.09, Ohio Revised Code.

The District will view all applications for reduction in maintenance allowance according to Section 6137.08 of the Ohio Revised Code and will make recommendations to the Engineer.

The District will file a report by February 1st, annually, with the Commissioners, Engineer, Treasurer, and the Auditor of the maintenance activities during the calendar year.

The District will include in its annual budget request to the Commissioners, funds needed for equipment, supplies, and personnel to carry out the maintenance program under Chapter 6137, Ohio Revised Code. The budget requests shall be filed by October 1st of each year.

The District will, in accordance with Section 6137.14, Ohio Revised Code, report any findings to the Engineer.

The District will keep complete records of all expenditures and properly submit, to the Clerk of the Commissioners, reports on all charges for maintenance work, if requested by the Commissioners.

The District will submit all plans for maintenance to the Engineer and Commissioners for recommendations and approval.

The District will act as a technical resource in assisting with new petition ditches.

The District's Ditch Maintenance Supervisor will check petitioned ditches both during and at the completion of construction under the supervision of the Engineer. This will enable the Maintenance Supervisor to be familiar with the project when maintenance responsibilities are assumed.

The District will make six (6) year reviews of ditch maintenance bases and revise them, subject to the Engineer's approval, prior to the hearing by the Commissioners. A representative of the District shall be present at the hearing scheduled by the Commissioners with the property owners.

The District will carry adequate vehicle and liability insurance for protection from damage actions resulting from maintenance activities.

A copy of the inventory list will be given to the Engineer at the same time that a copy is given to the Commissioners.

WHAT THE COMMISSIONERS WILL DO

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The Commissioners will make available County Ditch Maintenance Funds to the District as approved in the Annual Maintenance budget, for needed equipment, supplies, personnel, and contractual services to carry out the Ditch Maintenance provisions of the Ohio Drainage Law, in accordance with the O.R.C., sections 6137.05 and 6137.06.

The Commissioners will refer any questions from landowners regarding maintenance to the District.

The Clerk of the Commissioners will notify by certified mail the adjoining counties of the percent to be collected on joint ditches for the current maintenance year as applicable.

The Commissioners will require, as allowed by law,, a minimum easement of twenty (20) feet and maximum of eighty (80) feet, varying with depth of tile, determined by the Engineer, for maintenance on all property that the drainage outlet crosses on rural home development projects. This area will be kept free of all permanent improvements, trees, etc. that would obstruct maintenance equipment in the event that repairs are needed.

When a maintenance improvement is made necessary in whole or in part by the negligent acts or omissions of any landowner, the Commissioners will contact said landowner by letter stating the circumstances surrounding the maintenance needed and provide him/her the opportunity to make the required improvement. Any questions regarding improvements will be referred to the District.

Equipment and property purchases by ditch maintenance funds to service this agreement shall be returned to the Commissioners on termination of this agreement.

WHAT THE ENGINEER WILL DO

The Engineer will delegate to the District his operational duties in carrying out the Ditch Maintenance Program as provided under Chapter 6137, Ditch Maintenance, Ohio Revised Code.

The Engineer will receive and review all maintenance inspection reports in accordance with Section 6137.06, Ohio Revised Code.

The Engineer will notify the District of any newly petitioned ditches and request their involvement in the petition process.

The Engineer shall provide the District with a copy of the watershed map, and list of landowners within the boundaries of a newly petitioned ditch project.

The Engineer will notify the District of any petitioned ditches under construction and request their assistance in inspections.

The Engineer will refer any questions from landowners regarding the maintenance program to the District.

The Engineer will review, for his recommendations and approval, all maintenance plans.

IT IS MUTUALLY AGREED BY ALL

The District, Commissioners and Engineer will meet periodically, as needed, to review and, where possible, coordinate their individual programs and activities for the maximum mutual benefit.

This agreement may be amended or terminated at any time by mutual consent of the parties hereto, or may be terminated by any party giving sixty (60) days notice in writing to the others.

If this contract is not terminated within one (1) year, then it shall automatically renew itself for another year, and for each year thereafter.

Vote on Motion Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye
RESOLUTION NO. 02-535

IN THE MATTER OF APPROVING BID OPENING DATE AND TIME AND THE ESTIMATE AND SPECIFICATIONS FOR THE LIBERTY ROAD PROJECT:

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

Liberty Road Project

This project shall consist of the widening of Liberty Road from the Township Hall south to approximately 1000' north of the intersection of Carriage Lane. In addition to the widening, an acceleration/deceleration lane will be added in front of the newly constructed school and Township YMCA. Also included in the construction is approximately 700' of ditch enclosure with structures and appropriate signage and pavement markings.

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Sealed proposals will be received at the **Delaware County Engineer’s Office, 50 Channing Street Delaware, Ohio 43015 until 10:00 a.m. local time on May 20th, 2002** for furnishing all labor, materials and equipment necessary to complete the project known as **Liberty Road Turn Lane Project** and at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer’s Office, 50 Channing St. Delaware, Ohio 43015 for a nonrefundable cost of \$40.00 for plans and specifications. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer’s estimate for the project is \$ 388,668.78

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

RESOLUTION NO. 02-536

IN THE MATTER OF APPROVING AN AMENDMENT (GAS LINE LOCATION) TO THE AGREEMENT WITH THE DELAWARE COUNTY ENGINEER’S OFFICE AND COLUMBIA GAS OF OHIO TO RELOCATE THE GAS LINE ON THE HOME ROAD BRIDGE:

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

AGREEMENT

THIS AGREEMENT, made this 5th day of February, 2002 by and between Columbia Gas of Ohio, Inc. having an office and place of business at 200 Civic Center Drive, Columbus, Ohio 43215, hereinafter referred as “COLUMBIA”

AND

Delaware County Engineer’s Office of 50 Channing Drive, Delaware, Ohio 43015, Delaware County, hereinafter referred to as “REQUESTOR”.

WITNESSETH:

WHEREAS, Columbia owns and operates an existing 6-inch steel High Pressure gas main along Home Road, located in Concord Township, in Delaware County Ohio.

WHEREAS, Requestor wishes to have said pipeline relocated and/or abandoned to permit certain construction in the vicinity of the pipeline, and Columbia is willing to relocate said pipeline and/or abandon it subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the parties hereby intending to be legally bound, they do hereby promise and agree as follows:

1. Requestor agrees to pay 100% of the actual cost for Columbia Gas of Ohio’s abandonment and relocation work that is required as a result of the proposed Home Road Bridge Improvement construction. The actual cost will be determined approximately 2-4 months after construction is complete.
2. Requestor agrees to pay the estimated sum of \$N/A (which is the estimated anticipated cost of construction) as an up-front deposit. Please note that this is only the estimated cost of relocating Columbia’s pipeline for the project. If Requestor decides to cancel or postpone indefinitely the contemplated construction project, Requestor agrees to reimburse Columbia for all costs expended or obligated at the time of cancellation or indefinite postponement, including costs which may have to be expended or obligated at the time of cancellation or indefinite postponement, including costs which may have to be expended t restore the premises to their original condition, said amount to be deduct from the deposit.
3. Upon written execution of this agreement by Columbia, an up-front deposit for the estimated sum of \$30,140.00 will be waived. Payment for actual costs will not be collected until after Columbia’s relocation work is complete.
4. It is understood and agreed between the Parties hereto that this project will not be commenced until such time as such relocation will not impair the operations of Columbia in its service of gas to its existing customers. In addition, the scheduling of crews for construction will commence once we have a completed contract agreement, an agreement for a new pipeline easement, the necessary permits, and management approval.
5. Requestor relieves Company from any responsibility for any damage that may occur because of Company’s construction of that section of pipeline covered hereunder.

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

RESOLUTION NO. 02-537

IN THE MATTER OF APPROVING TEMPORARY EASEMENTS AND RIGHT-OF-WAYS FOR
OLD 3C IMPROVEMENTS PROJECT:

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

Northgate Commercial Center

EASEMENT PURCHASE AGREEMENT
FOR PUBLIC ROAD RIGHT-OF-WAY
AND/OR
TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION

This agreement made at Delaware, Ohio on the last date of acceptance by and between **Northgate Commercial Center**, hereinafter called “**SELLER**” and the County of Delaware, State of Ohio, Hereinafter designated the “**BUYER**”, witnesseth:

1. Seller agrees to sell and convey and the buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at Delaware County, Ohio, and more particularly described as follows:

SEE LEGAL DESCRIPTION
(Copy available in the Engineer’s Office)

2. The Seller further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at the **Northwest corner of grantors property along SR. 3**, Delaware County, Ohio and more particularly described as follows:

SEE LEGAL DESCRIPTION
(Copy available in the Engineer’s Office)

3. The purchase price for both the permanent easements including all damages is **\$4,400.00** payable at closing.

4. Possession will be at closing.

5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.

6. The Buyer also agrees to the Following additional items of consideration:
None.

7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached to agreement is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the Sellers he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Vincent Romanelli and Gina Romanelli

EASEMENT PURCHASE AGREEMENT
FOR PUBLIC ROAD RIGHT-OF-WAY
AND/OR
TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION

This agreement made at Delaware, Ohio on the last date of acceptance by and between **Vincent Romanelli and Gina Romanelli, husband and wife** hereinafter called “**SELLER**” and the County of Delaware, State of Ohio, Hereinafter designated the “**BUYER**”, witnesseth:

1. Seller agrees to sell and convey and the buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at Delaware County, Ohio, and more particularly described as follows:

SEE LEGAL DESCRIPTION
(Copy available in the Engineer’s Office)

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2. The Seller further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at **7140 ST. RT. 3, Westerville, Ohio 43082**, Delaware County, Ohio and more particularly described as follows:

SEE LEGAL DESCRIPTION
(Copy available in the Engineer’s Office)

3. The purchase price for both the permanent easements including all damages is **\$1,150.00** payable at closing.

4. Possession will be at closing.

5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.

6. The Buyer also agrees to the Following additional items of consideration:
None.

7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached to agreement is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the Sellers he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

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

RESOLUTION NO. 02-538

IN THE MATTER OF ACCEPTING THE DITCH INSPECTION REPORT AND ESTABLISHING
PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2003:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the Ditch Inspection Report and establish percentage of maintenance assessments for 2003 as follows:

JOINT COUNTY 2003 TAXES

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	7%	Delaware/Marion
Carter Joint County	0%	Delaware/Marion
Cook Joint County	20%	Delaware/Licking
Darst Joint County	0%	Delaware/Marion
DeGood	0%	Delaware/Union
Pumphrey Joint County	7%	Delaware/Morrow
Tartan Field Jt. Co. 8, 9, 10, 11	2%	Delaware/Union

TRI-COUNTY 2003 TAXES

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri-County	0%	Delaware/Marion/Union

COMPLETE LIST 2003 TAXES

<u>Ditch Name</u>	<u>Ditch #</u>	<u>Percentage</u>
Abbey Knoll 1 & 2	29	2%
Abbey Knoll 3 – 1 & 2	129	2%
Adams Joint County	6801	7%
Agusta Woods 2	124	2%
Bainbridge Mills 2	9909	2%
Becker	8401	3%
Berkshire Development	9918	2%
Big Bear Farms 2-2	9806	2%
Big Bear Farms 8	9917	2%

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Big Bear Farms 9	9925	2%
Bryn Mawr 2 – 1 & 2	11	2%
Calhoun	8101	5%
Carter Joint County	8201	0%
Cheshire Cove 1	10	2%
Cheshire Cove Sec 2		2%
Cook Joint County	5801	20%
Covington Meadow 1	9	2%
Covington Meadow 2	118	2%
Crabill	6201	7%
Cross Creek 2 – A & B	127	2%
Darst Joint County	7201	0%
DeGood	5802	0%
Dornoch Estates 3	104	2%
Eagle Trace 2 & 3	123	2%
Fourwinds	17	2%
Genoa Farm Ph 1		2%
Golf Village – Sawmill Parkway	140	2%
Golf Village 3	141	2%
Golf Village 9 – A	142	2%
Green Meadows 3	8701	2%
Green Meadows Basin	7901	2%
Harbor Pointe 1	24	2%
Harbor Pointe 2 – 1 & 2	121	2%
Hardin	8702	0%
Harvest Wind 3	9905	2%
Harvest Wind 4	27	2%
Harvest Wind 5	113	2%
Harvest Wind 6 – 1	101	2%
Harvest Wind 7 – 1	120	2%
Heather Glen	9908	2%
Herbert-Lawrence	7401	5%
Highland Hills Lakes 3 – 1 & 2	119	2%
Highland Hills Lakes 2	33	2%
Highland Lakes E. 11 – 4 & 5	115	2%
Highland Lakes E. 11-2	9906	2%
Highland Lakes E. 14-1	9938	2%
Highland Lakes E. 14-2	9939	2%
Highland Lakes N. 6-1	9919	2%
Highland Lakes N. 6-2	28	2%
Highland Lakes N. 7	32	2%
Horseshoe Run	8601	5%
Indian Run	8102	0%
Jones	5901	10%
Koeppel	8302	12%
Lewis Center	5902	15%
Liberty Lakes 3	4	2%
Loch Lomond	9901	2%
Meadow at Cheshire 3 - 1	9912	2%
Meadow at Cheshire 3 - 2	9913	2%
Meadow at Cheshire 3 – 3	117	2%
Medallion Estates 10 – 1	12	2%
Medallion Estates 10 – 2	13	2%
Medallion Estates 8	9914	2%
Medallion Estates 9	9921	2%
Miley Group	8301	7%
Northbrooke Corp. Center 2	112	2%
Nuckles	7001	15%
Oak Creek E. 2	9904	2%
Oaks at Highland Lakes 1	132	2%
Olde State Farms 1	102	2%
Park Shore III	9907	2%
Piatt Meadow 1 & 2	9910	2%
Piatt Meadows 2 – 1, 2 & 3	14	2%
Plum Estates	9915	2%
Potter	6202	5%
Pumphrey Joint County	5904	7%

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Randall Howison Tri-county	5905	0%
Rattlesnake Ridge	130	2%
Riverbend 1 – 1	9933	2%
Riverbend 1 – 2	20	2%
Riverbend 2	9934	2%
Riverbend 3	9935	2%
Riverbend 4 – 1 & 2	21	2%
Rivers Edge at Alum Creek Sec 1		2%
Scioto Hills Basin	7801	0%
Scioto Reserve 1 – 3	34	2%
Scioto Reserve 1 – 4	125	2%
Scioto Reserve 2 – 1 & 2	9936	2%
Scioto Reserve 2 – 3 & 4	110	2%
Scioto Reserve 3 – 1 & 2	3	2%
Scioto Reserve 3 – 3 & 4	26	2%
Scioto Reserve 4 – 1 & 2	9937	2%
Scioto Reserve 4 – 3 & 4	30	2%
Scioto Reserve 4 – 7	138	2%
Shellbark Ridge 2	137	2%
Shellbark Ridge 4	9920	2%
Sherbrook 3	9805	2%
Sherbrook 4	9902	2%
Sherbrook 5	1	2%
Sherbrook 6	8	2%
Sherbrook 7	107	2%
Sherbrook 8	116	2%
Sherbrook 9	133	2%
Sherwood	105	5%
Shores 12	22	2%
Slack	5903	10%
Slane Ridge	131	2%
Steitz Powers	5906	15%
Stone Bridge at Golf Village	136	2%
Sugar Run	8402	2%
Summerfield Village 1 & 2	9804	2%
Summerfield Village 2 – 1, 2 & 3	15	2%
Summerwood 1	106	2%
Summerwood 2	143	2%
Talley	8703	12%
Tartan Fields 12 & 13	2	2%
Tartan Fields 14-18	9931	2%
Tartan Fields 8-11	9932	2%
Teets	7402	0%
The Park at Greif Bros.	128	2%
U.S. 23 & Powell Road	31	2%
Village at Alum Creek 3	9911	2%
Village at Alum Creek 4	9926	2%
Village at Alum Creek 5	114	2%
Village at Oak Creek 10-A & B	9927	2%
Village at Oak Creek 11	139	2%
Walker Woods 10-1	9929	2%
Walker Woods 10-2	19	2%
Walker Woods 11	9930	2%
Walker Woods 12 - 1 & 2	26	2%
Walker Woods 13	111	2%
Walker Woods 14	135	2%
Walker Woods 2-1	9803	2%
Walker Woods 2-2	9922	2%
Walker Woods 3-1	9802	2%
Walker Woods 3-2	9916	2%
Walker Woods 4	9923	2%
Walker Woods 5	134	2%
Walker Woods 6	9903	2%
Walker Woods 7-1	9924	2%
Walker Woods 7-2	18	2%
Walker Woods 8	9928	2%
Walker Woods 9	25	2%

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Wedgewood 10	122	2%
Westerville Res. 1 & 2	6	2%
Whitetail Meadows	23	2%
Wilshire Estates 3-1	5	2%
Wilshire Estates 3-2	7	2%
Wilshire Estates 4	16	2%
Wilshire Estates 5 – 1 & 2	109	2%
Woods on Dornoch 2	103	2%
Woods on Seldom Seen 3-1	108	2%

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

RESOLUTION NO. 02-539

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH POGGEMEYER DESIGN GROUP FOR THE PROVISION OF CONSULTING SERVICES FOR THE FY01 CDBG FORMULA PROGRAM COUNTYWIDE AFFORDABLE HOUSING MARKET STUDY:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, planning for affordable housing in order to facilitate access to housing for Low-Moderate Income (LMI) residents of Delaware County is an eligible activity to be funded under the CDBG Formula Program; and

WHEREAS, funding, in the amount of Five Thousand Dollars (\$5,000) has been provided to Delaware County through the FY01 CDBG Formula Program, and funding in the amount of Fifteen Thousand Dollars (\$15,000) has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners for the development of a County-wide Affordable Housing Market Study consistent with the attached Request for Qualifications/Request for Proposals dated January 25, 2002; and

WHEREAS, the County’s Economic Development Department has followed the appropriate CDBG procurement procedures, and the County’s Affordable Housing Task Force/Community Housing Improvement Strategy (CHIS) Advisory Committee has interviewed two consulting firms to assist in the preparation of the Affordable Housing Market Study, and said Task Force and Advisory Committee has recommended that Poggemeyer Design Group be selected as the consulting firm best able to prepare the Affordable Housing Market Study.

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

Section 1. That the Delaware County Commissioners determine that on the basis of price and experience, that Poggemeyer Design Group, submitted the lowest and best bid to provide consulting services for the County-wide Affordable Housing Market Study Project.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement awarding a contract for consulting services with Poggemeyer Design Group for the FY01 CDBG Program in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 02-540

IN THE MATTER OF ACCEPTING THE REPORT OF THE ORANGE TOWNSHIP ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2001 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Orange Township Trustees, have designated areas of Orange Township as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the Orange Township Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

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WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 7, 2002 and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, Orange Township and Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2001, and the recommendations of the TIRC, by March 31, 2002 to the Director of the Ohio Department of Development.

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 review and recommendations made by the TIRC on March 7, 2002 as summarized on the attached Program Year 2001 Enterprise Zone Program Summary report for Orange Township - Zone Number 247, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

Section 2. The Economic Development Director is directed to submit a certified copy of this Resolution to the Ohio Department of Development.

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

Chart 1

Orange Township Tax Incentive Review Council Report –
Summary
Enterprise Zone Program
Year – 2001

Job & Payroll
Creation

Project	Date of Agreement	Date of Expiration	Job Creation Goal	Job Creation Results	% of Goal Achieved	Payroll Creation Goal	Payroll Creation Results	% of Goal Achieved
Sarcom #1	8/30/93	12/31/03	10	49	490.00%	\$200,000	\$1,210,000	605.00%
Sarcom #2	5/19/97	12/31/11	225	197	87.56%	\$6,750,000	\$7,930,000	117.48%
Airwaves	6/19/95	12/31/05	27.5	33.5	121.82%	\$500,000	\$1,082,476	216.50%
Digital Storage	9/30/96	12/31/05	30	32	106.67%	\$750,000	\$1,462,668	195.02%
Volvo Parts N. America	4/21/97	12/31/09	50	127	254.00%	\$2,000,000	\$3,900,000	195.00%
Microcom	2/10/00	12/31/12	15	0	0.00%	\$400,000	\$0	0.00%
SubmitOrder	2/22/00	12/31/13	400	32	8.00%	\$10,404,000	\$745,508	7.17%
Accel	9/11/00	12/31/13	200	81	40.50%	\$3,500,000	\$1,680,860	48.02%
Scholastic Book Fairs	3/8/01	12/31/14	38	11	28.95%	\$796,000	\$114,400	14.37%
TOTALS			995.5	562.5	56.50%	\$25,300,000	\$18,125,912	71.64%

Chart 2

Orange Township Tax Incentive Review Council Report –
Summary
Enterprise Zone Program Year - 2001

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Job & Payroll Creation									
Project	Real Property Investment Goal	Real Property Investment Results	% of Goal Achieved	Personal Property Investment Goal	Personal Property Investment Results	% of Goal Achieved	Total Property Investment Goal	Total Property Investment Results	% of Goal Achieved
Sarcom #1	\$1,875,000	\$1,752,000	93.44%	\$18,700,000	\$13,780,000	73.69%	\$20,575,000	\$15,532,000	75.49%
Sarcom #2	\$2,700,000	\$3,015,000	111.67%	\$11,750,000	\$14,312,000	121.80%	\$14,450,000	\$17,327,000	119.91%
Airwaves	\$2,700,000	\$3,156,416	116.90%	\$3,450,000	\$7,416,481	214.97%	\$6,150,000	\$10,572,897	171.92%
Digital Storage	\$2,000,000	\$2,270,205	113.51%	\$3,110,000	\$11,912,952	383.05%	\$5,110,000	\$14,183,157	277.56%
Volvo Parts N. America	\$300,000	\$571,297	190.43%	\$44,010,000	\$72,072,325	163.76%	\$44,310,000	\$72,643,622	163.94%
Microcom	\$3,500,000	\$2,931,840	83.77%	\$1,373,000	\$653,249	47.58%	\$4,873,000	\$3,585,089	73.57%
Submit Order	\$450,000	\$587,037	130.45%	\$5,000,000	\$4,852,611	97.05%	\$5,450,000	\$5,439,648	99.81%
Accel	\$7,100,000	8,728,652	122.94%	\$900,000	\$1,396,151	155.13%	\$8,000,000	\$10,124,803	126.56%
Scholastic Book Fairs	\$5,252,823	\$6,990,353	133.08%	\$9,589,000	\$3,116,142	32.50%	\$14,841,823	\$10,106,495	68.09%
TOTALS	\$25,877,823	\$30,002,800	115.94%	\$97,882,000	\$129,511,911	132.31%	\$123,759,823	\$159,514,711	128.89%

Chart # 3

2001 Ohio Enterprise Zone Program Summary

Zone Number: 247
Zone Name: Orange Township

Name of Company	Location	NAISC Code	Date of Expiration	
			Agreement	Date
Sarcom, Inc. (#1)	8337 Green Meadows Dr.	5045	8/30/93	12/31/03
Sarcom, Inc. (#2)	8337 Green Meadows Dr.	5045	5/19/97	12/31/11
Airwaves	7787 Graphics Way	2752	6/19/95	12/31/05
Digital Storage, Inc.	7611 Green Meadows Dr.	5008	9/30/96	12/31/05
Volvo Parts N. Am.	8355 Highfield Drive	3533	4/21/97	12/31/09
Microcom Corp.	8220 & 8250 Green Meadows	3577	2/10/00	12/31/12
SubmitOrder Inc.	7991 Columbus Pike	5003	2/22/00	12/31/13
Accel, Inc.	8133 Highfield Drive	3999 & 2389	9/11/00	12/31/13
Schol. Book Fairs	459 OrangePoint Drive	5110	3/8/01	12/31/14
TOTAL				

Chart #3 Columns Continued (2001 Ohio Enterprise Zone Program Summary)

Existing Baseline Employment	Did Enterprise Close or Reduce Employment at						EZ Agreement
	Other Location						
	Job Commitment						
At Site	In Ohio	Yes or No		Create	Retain	Job Creation Period (Yrs.)	

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Sarcom Inc. #1	0	326	yes	10	0	24
Sarcom Inc. #2	98	671	yes	225	125	36
Airwaves	0	165	yes	27.5	0	36
Digital Storage, Inc	0	39	yes	30	0	36
Volvo Parts N. Amer.	120	120	yes	50	0	36
Microcom	0	39	no	15	0	36
Submit Order Inc	0	420	no	400	81	36
Accel, Inc	0	215	yes	200	215	36
Schol. Book fairs	0	161	yes	38	41	36
Total	218	2156		995.5	462	

Chart #4

	Enterprise Zone		EZ Agreement Payroll		Tax Incentives	
	Commitment		Baseline	Proj. New	% and # years	
	<u>Real</u>	<u>Personal</u>	<u>Payroll</u>	<u>Payroll</u>	<u>Real</u>	<u>Personal</u>
Sarcom Inc. #1	\$1,875,000	\$18,700,000	\$0.00	\$200,000	75% / 3 yr.	57.5% /10yr.
Sarcom Inc. #2	\$2,700,000	\$11,750,000	\$2,500,000	\$6,750,000	28% / 10 yr.	28% / 10 yr.
Airwaves	\$2,700,000	\$3,450,000	\$0.00	\$500,000	91% / 9 yr.	0% / 9 yr.
Digital Storage, Inc	\$2,000,000	\$3,110,000	\$0.00	\$750,000	50% / 10 yr.	50% / 10 yr.
Volvo Parts N. Amer.	\$300,000	\$44,010,000	\$0.00	\$2,000,000	50% / 10 yr.	50% / 10 yr.
Microcom	\$3,500,000	\$1,373,000	\$0.00	\$400,000	50% / 10 yr.	50% / 10 yr.
Submit Order Inc	\$450,000	\$5,000,000	\$0.00	\$10,404,000	0% / 10 yr.	45% / 10 yr.
Accel, Inc	\$7,100,000	\$900,000	\$3,800,000	\$3,500,000	50% / 10 yr.	0% / 10 yr.
Schol. Book fairs	\$5,252,823	\$9,589,000	\$870,000	\$796,000	30% / 10 yr.	50% / 10 yr.
Total	\$25,877,823	\$97,882,000	\$7,170,000	\$25,300,000		

Chart #4 columns Continued

	<u>Date of Most Recent TIRC Mtg.</u>	<u># Jobs as of 12/31/01 Created</u>	<u>Retained</u>	<u>Employment 12/31/2001</u>	<u>Attributed to New Employment</u>
Sarcom, Inc. #1	3/7/02	49	0	406	\$1,210,000
Sarcom Inc. #2	3/7/02	197	197	406	\$7,930,000
Airwaves	3/7/02	33.5	0	197	\$1,082,476
Digital Storage, Inc.	3/7/02	32	39	71	\$1,462,668
Volvo Parts N. Am.	3/7/02	127	120	247	\$3,900,000
Microcom Corp	3/7/02	0	33	33	\$0
Submitorder Inc	3/7/02	32	81	179	\$745,508

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Accel Inc.	3/7/02	81	215	296	\$1,680,860
Schol. Book Fairs	3/7/02	11	41	52	\$114,400
Total		562.5	726	1481	\$18,125,912
Chart #5					

Name of Company	Actual Investment Level		
	As of 12/31/01		Real Property
	Real	Personal	2001
Sarcom, Inc. (#1)	\$1,752,000	\$13,780,000	\$20,771
Sarcom, Inc. (#2)	\$3,015,000	\$14,312,000	\$45,886
Airwaves	\$3,156,416	\$7,416,481	\$9,118
Digital Storage, Inc.	\$2,270,205	\$11,912,952	\$21,216
Volvo Parts N. Am.	\$571,297	\$72,072,325	\$0.00
Microcom Corp.	\$2,931,840	\$653,249	\$41,693
SubmitOrder Inc.	\$587,037	\$4,852,611	\$0.00
Accel, Inc.	\$8,728,652	\$1,396,151	\$15,350
Schol. Book Fairs	\$6,990,353	\$3,116,142	\$11,633
TOTAL	\$30,002,800	\$129,511,911	\$165,667

Chart #5 Columns continued

	Cumulative Taxes Paid At Project Site Thru 12/31/01				
	Taxes Paid	Real Property		Personal Property	
		Taxes Foregone		Taxes Paid	
	Total	2001	Total	2001	Total
Sarcom, Inc. (#1)	\$109,981	\$0	\$37,333	\$42,500	\$397,698
Sarcom, Inc. (#2)	\$133,184	\$30,579	\$122,618	\$122,607	\$239,518
Airwaves		\$54,693	\$212,349	\$79,041	\$341,081
Digital Storage, Inc.	\$67,228	\$15,749.00	\$0.00	\$63,952	\$193,907
Volvo Parts N. Am.	\$0.00	\$0.00	\$0.00	\$260,000	\$493,000
Microcom Corp.	\$42,013	\$0.00	\$0.00	\$42,390	\$90,862
SubmitOrder Inc.	\$58,798	\$0.00	\$0.00	\$30,724	\$30,724
Accel, Inc.	\$15,350	\$0.00	\$0.00	\$0.00	\$0.00
Schol. Book Fairs	\$11,633	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$101,021	\$372,300	\$641,214	\$1,786,790

Chart #5 columns continued

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	Personal Property Taxes Foregone		TIRC Most Recent		Local Government Action On
	2001	Total	Recommendation		Recommendation
Sarcom, Inc. (#1)	\$0	\$474,740			Terminated
Sarcom, Inc. (#2)	\$50,428	\$142,286	Continue		Pending
Airwaves	\$0.00	\$0.00	Continue		Pending
Digital Storage, Inc.	\$23,411	\$39,962	Continue		Pending
Volvo Parts N. Am.	\$260,000	\$493,000	Continue		Pending
Microcom Corp.	\$8,007	\$8,007	Continue	Advisory	Pending
SubmitOrder Inc.	\$22,423	\$22,423	Continue	Advisory	Pending
Accel, Inc.	\$0.00	\$0.00	Continue		Pending
Schol. Book Fairs	\$0.00	\$0.00	Continue		Pending
TOTAL	\$364,269	\$1,180,418			

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

RESOLUTION NO. 02-541

IN THE MATTER OF ACCEPTING THE REPORT OF THE DELAWARE COUNTY (LIBERTY/BERLIN TOWNSHIPS) TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE TAX INCREMENT FINANCING (TIF) AREA PROGRAM FOR PROGRAM YEAR 2001 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING THE GREIF BROS. TIF AGREEMENT:

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

WHEREAS, the Delaware County Commissioners have designated areas of Liberty Township and Berlin Township as a TIF, pursuant to the Ohio Tax Increment Financing (TIF) Act, which is contained in the Ohio Revised Code Sections 5709.77 through 5709.81, inclusive; and

WHEREAS, the purpose of the Delaware County TIF is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said TIF; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the TIF met on March 13, 2002 and reviewed the status of each active TIF Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each TIF Agreement, the results of each project during the TIF Program Year 2001, and the recommendations of the TIRC, by March 31, 2002 to the Director of the Ohio Department of Development.

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 review and recommendations made by the TIRC on March 13, 2002 as summarized on the attached Program Year 2001 TIF Program Summary report for the Greif Bros. Project, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.
- Section 2. The Economic Development Director is directed to submit a certified copy of this Resolution to the Ohio Department of Development.
- Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

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RESOLUTION NO. 02-542

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND MANTER CONSULTING:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:"), and Manter Consulting (hereafter "Manter Consulting").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Manter Consulting is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. Manter Consulting will provide market planning, creative and design time for projects identified by the Department. Services will include,as contained in the proposal of February 26, 2002, which is incorporated herein by reference as if rewritten in its entirety,:
- 1. Development of a concept, tag line and visual look for the Workforce Division within standard identified by the Department.
 - 2. Promote the Wizard of Work seminar scheduled for May 14.
 - 3. Develop flyers and postcards for the Dislocated Worker Program and the Rapid Response Program.
- B. This contract covers creative and design time of 50 hours at \$100 per hour and market planning time of 16 hours at \$125 per hour. The total cost of Manter Consulting services will not exceed \$7,000.
- C. The time period for this contract is from March 18, 2002 through June 31, 2002.
- D. Manter Consulting shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. Manter Consulting understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. Manter Consulting agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. Manter Consulting agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. Manter Consulting agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and Manter Consulting agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Manter Consulting will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by Manter Consulting or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Manter Consulting must notify the Department immediately.

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

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MINUTES FROM REGULAR MEETING HELD APRIL 22, 2002

RESOLUTION NO. 02-543

IN THE MATTER OF APPROVING A RESOLUTION SUPPORTING THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES POSITION AGAINST THE
REORGANIZATION OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, Delaware County has a Partnership Agreement with the Ohio Department of Job and Family Services (ODJFS) to provide assistance, services, and technical assistance to Delaware County to enable Delaware County to deliver integrated services to at-risk families and children; and

WHEREAS, ODJFS has re-organized its structure in such a way that will separate programs and hamper provision of integrated services to at-risk families and children; and

WHEREAS, elements of this re-structuring, and other related decisions, violates not only the Partnership Agreement but also the Ohio Administrative Code; therefore

BE IT RESOLVED, the Delaware County Board of Commissioners strongly urges ODJFS to immediately fulfill its obligations under the Ohio Administrative Code and the Partnership Agreement with Delaware County, so that Delaware County may continue to meet the needs of at-risk families and children.

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

RESOLUTION NO. 02-544

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR WOODS ON SELDOM
SEEN PHASE 3, SECTIONS 1 & 2; STONEBRIDGE AT GOLF VILLAGE; WEDGEWOOD PARK;
RIVERS EDGE AT ALUM CREEK SECTION 1 AND WILLOW BEND SECTION 1A:

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

Woods On Seldom Seen Phase 3, Sections 1 & 2	2,381feet of 10 inch sewer	8 manholes
Stonebridge At Golf Village	3,445 feet of 8inch sewer 810 feet of 10 inch sewer	19 manholes
Wedgewood Park	4,667 feet of 8inch sewer 4,327 feet of 10 inch sewer	38 manholes
Rivers Edge At Alum Creek Section 1	845 feet of 8inch sewer 489 feet of 15 inch sewer	6 manholes
Willow Bend Section 1A	3,475 feet of 8 inch sewer 120 feet of 10 inch sewer	17 manholes

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

RESOLUTION NO. 02-545

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR
ORANGE POINT COMMERCE PARK PHASE 4, SECTION 1 AND GRAND OAK SECTION 2
PHASES A & B:

It was moved by Mrs. Martin seconded by Mr. Ward to approve sanitary sewer plans for Orange Point Commerce Park Phase 4, Section 1 and Grand Oak Section 2, Phases A & B for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-546

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR
ORANGE POINT COMMERCE PARK PHASE 4, SECTION 1:

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

SUBDIVIDER'S AGREEMENT

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DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 22nd day of April 2002, by and between DUKE REALTY LIMITED PARTNERSHIP SUBDIVIDER, as evidenced by the ORANGE POINT COMMERCE PARK PHASE 4 SECTION 1 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 (\$14,994.00) 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 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 \$1,100.00, 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, 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

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regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

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

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

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

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

RESOLUTION NO. 02-547

IN THE MATTER OF APPROVING THE AGREEMENT FOR SANITARY SEWER SERVICE
BETWEEN THE CITY OF WESTERVILLE, OHIO AND DELAWARE COUNTY, OHIO:

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

AGREEMENT FOR SANITARY SEWER SERVICE

THIS AGREEMENT, made and entered into this 22nd day of April, 2002, by and between the City of Westerville, Ohio, and Ohio municipal corporation (hereinafter called the “**City of Westerville**”), and Delaware County, Ohio, acting by and through its Board of County Commissioners (hereinafter called the “**County**”).

WITNESSETH:

WHEREAS, an area of the **City of Westerville** of approximately 254+/- acres to be developed for residential and nonresidential use, which area is shown with more particularity on the map (as Exhibit A available in the Sanitary engineer’s office) and incorporated herein by reference (hereinafter called “Service Area No. 1”), is situated in Delaware County, and the **City of Westerville** and the **County** have determined that , effective September 30, 1999 sewage and wastewater from Service Area No. 1 can be treated and discharged by the **County**; and

WHEREAS, the **City of Westerville** has entered into an agreement with the City of Columbus for the provision of sanitary sewer services which includes terms and conditions for geographic areas within Delaware County where such services may be provided; and

WHEREAS, an area of the **City of Westerville** and the **County** of approximately 974 acres to be developed for residential and nonresidential use, which area is shown with more particularity on the map (as Exhibit A available in the Sanitary engineer’s office) (hereinafter called “Service Area No. 2”), is situated in Delaware County, and the **City of Westerville** and the **County** have determined that sewage and wastewater from Service Area No. 2 can be treated by the **City of Westerville** under the City’s contract with the City of Columbus; and

WHEREAS, an area of the **County** of approximately 63 acres previously developed for residential use, which area is shown with more particularity on the map attached as Exhibit A (as Exhibit A available in the Sanitary engineer’s office) (hereinafter called “Service Area No. 3”), is situated in Delaware County, and the **City of Westerville** and the **County** have determined that sewage and wastewater from Service Area No. 3 can be treated by the **City of Westerville** under the City’s contract with the City of Columbus; and

WHEREAS, the **City of Westerville** and the **County** wish to set forth their agreement concerning the collection, transportation, pumping, treatment and discharge of sewage and wastewater from Service Area No. 1, Service Area No. 2 and Service Area No. 3 and the fees to be charged therefore;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, the **City of Westerville** and the **County** do hereby agree as follows:

1. The **City of Westerville** shall have the right and obligation, in accordance with the provisions of this Agreement, to cause all sewage and wastewater from Service Area No. 1 to be collected and discharged into the sanitary sewer system of the **County** for treatment at and discharge from the sewage and wastewater treatment facilities of the **County**.

The **City of Westerville** shall have the right to cause all sewage and wastewater from Service Area No. 2 and Service Area No. 3 to be collected and discharged into the sanitary sewer system of the **City of Westerville** for treatment at and discharge from the sewage and wastewater treatment facilities of the City of Columbus, pursuant to the City’s sewer agreement with Columbus.

2. The construction of all sanitary sewers, pump stations, service connections and other equipment and facilities necessary to provide sanitary sewer service to Service Area No. 1 shall conform to all **City of Westerville** and **County** specifications and requirements. Such construction work shall be done in accordance with detailed plans and specifications, which shall have been approved by the Sanitary Engineer for the **County** and the Engineer for the **City of Westerville**. In addition to other requirements, such plans and specifications shall include the following information:

- a. Data and calculations upon which any sewer line is based shall be typewritten on 8-1/2” x 11” paper and shall include the following:

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- (1) average domestic flow in each sewer;
- (2) I/I flow in each sewer;
- (3) peak flow in each sewer;
- (4) the capacity of each sewer;
- b. a 2’ contour topographical map (on a scale of 1” = 200’) to show the tributary area;
- c. a proposed lot layout or site plan;
- d. proposed sewer sizes, percentages of grade and invert elevations; and
- e. location and size of any sewage pump station and force main.

Upon completion of any such construction work and not later than sixty (60) days thereafter, accurate records and mylar drawings showing the work as actually constructed and the area of each and every tributary lot and tract shall be filed by the party constructing the same with the Sanitary Engineer of the **County** and the Engineer of the **City of Westerville**. Such drawings shall also be submitted in the form of electronic data on computer diskette.

3. The **City of Westerville** shall be responsible for the inspection of all construction work within Service Area No. 1 performed in accordance with the provisions of this Agreement, and plan review and inspection fees therefore will be collected and retained by the **City of Westerville**. The **County** shall also have the right to inspect construction work within Service Area No. 1. When the construction of the sanitary sewers, pump stations and other equipment constituting the sewage and wastewater collection system in Service Area No. 1 has been completed and accepted by the **City of Westerville**, the **City of Westerville** will become the owner thereof and be responsible for the operation and maintenance of the same.

4. The **City of Westerville** shall not at any time cause or permit storm water, roof drains or footer drains to be connected to the sanitary sewer system with Service Area No. 1 and shall adopt and make applicable and enforce within Service Area No. 1 the laws and regulations of the **County** relating to sewage and wastewater discharge including Chapters 1145 and 1147 of the Columbus City Codes, and shall also enforce within Service Area No. 1 all other applicable laws and regulations relating to sewage and wastewater discharge. The **County** may monitor the flow discharged by the **City of Westerville** otherwise, any discharge into the **County** sanitary sewer system from Service Area No. 1 in violation of any such law or regulation occurs, the **City of Westerville** shall use its best efforts to notify the County as soon as possible within twenty-four (24) hours thereafter in order that corrective action may be taken to protect the **County’s** treatment facilities. In addition, a written report detailing the date, time and cause of any such discharge and the quantity and characteristics of the discharge shall be filed with the **County** by the **City of Westerville** within twenty-one (21) days thereafter. The **City of Westerville** shall have a maximum of thirty (30) days to bring the discharge into compliance with this contract.

5. The **City of Westerville** shall pay to the **County** capacity fees based upon the diameter of the water tap and usage fees based upon the amount of drinking water usage for each individual building. Those fees will be based upon a percent of the current **County** single-family residential capacity fee and user fee as shown in Tables 5a and 5b. In the event that the current **County** single-family residential capacity fee of \$5,900.00 is increased or decreased, new capacity fees shall be calculated by multiplying the percentages stated in the second column of Table 5a by the modified single-family residential capacity fee. Similarly, in the event that the current **County** single-family residential user fee of \$25.00 per month is increased or decreased, new user fees shall be calculated by multiplying the percentage stated in the second column of Table 5b by the modified single-family residential user fee. The **County** will inform the **City of Westerville** a minimum of ninety (90) days prior to any fee changes. No deduct meters will be allowed in the service areas covered by this agreement.

TABLE 5a - CAPACITY FEE		
Diameter of Water Tap	Percent of County Single-family residential Capacity Fee	Initial Capacity Fee
(inches)		
0.75	25%	\$ 1,250.00
1.00	45%	\$ 2,600.00
1.50	120%	\$ 6,850.00
2.00	200%	\$ 11,750.00
3.00	415%	\$ 24,450.00
4.00	650%	\$ 38,250.00
6.00	1465%	\$ 86,250.00
8.00	2595%	\$ 153,050.00
10.00	4035%	\$ 237,800.00
12.00	5830%	\$ 343,750.00
16.00	6470%	\$ 381,450.00

TABLE 5b – USER FEE (200 cu.ft. minimum)		
	Percent of County Flat Rate	Initial User Fee
Quantity	Monthly User Fee	
First 200 cu.ft./mo.	15.36%	\$3.84 / 100 cu.ft.
Over 200 cu.ft./mo.	9.32%	\$2.33 / 100 cu.ft.

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The **City of Westerville** shall provide to the **County** on a monthly basis the names, addresses, and water usage for customers connected to the **County** sanitary sewer system.

SERVICE AREA NO. 1:

Rosselot Tract	376 units at 290 gpd/unit
Zumstein Tract	640 units at 290 gpd/unit

6. The **City of Westerville** agrees that the **County** may construct and utilize an effluent line for treated wastewater upon the following terms and conditions:
- a. The effluent line shall be located as delineated on the map attached hereto as “exhibit B’ and incorporated herein by reference.
 - b. The **City of Westerville** agrees to allow the **County** to construct an effluent line located within the existing Africa Road right-of-way in the **City of Westerville**.
7. The **County** agrees to cooperate with the **City of Westerville** with regards to conveyance to the **City of Westerville** of the existing right-of-way for Worthington Road abutting the Zumstein tract and Pingue tract. The **County** further agrees to cooperate with the **City of Westerville** in the annexation of such road right-of-way to the **City of Westerville**.
8. The parties hereto shall review the terms of this Agreement on or about each anniversary of the date hereof and shall make such amendments hereof as shall be necessary in order to accommodate any changes in technical requirements indicated by conditions existing at the time of the review.
9. This Agreement constitutes the entire agreement of the parties hereto regarding the subject matter hereof, shall become effective as of the date hereof and shall remain in effect until terminated by agreement of the parties. No amendment or modification of any provision hereof shall be effective unless set forth in writing and executed by the parties hereto.

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

RESOLUTION NO. 02-548

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS THE TOWNSHIP OF GENOA:

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

AGREEMENT

This Agreement made and concluded this 22nd day of April, 2002 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware County, Ohio, hereafter “County” and the Township of Genoa, 5111 S. Old 3C Hwy, Westerville, Delaware County, Ohio, hereafter “Township”.

WHEREAS, the County conducts Emergency Medical Services (EMS) in the southern area of the county and the Township conducts EMS in the Township, also located in the southern area of the County; and

WHEREAS, both parties agree that it would be mutually beneficial to work together to ensure adequate medical coverage of the southern and Township areas of Delaware County; and

WHEREAS, the Township has offered to house Medic 7 of the Delaware County EMS within it’s Township Fire Department facilities located at 7049 Big Walnut Road, Galena, Ohio, 43021 on an annual basis, renewable each year.

NOW, THEREFORE, for and in cooperation between the County and the Township, the parties agree to the following:

- 1. County will provide equipment upgrades to the Township medic unit at no cost to the Township up to a total of \$8,000.00 per annual lease. If, during the course of the year, equipment purchases do not equal \$8,000.00, the County will render the difference to the Township upon receipt of an invoice at the end of the annual lease period.
- 2. The Township will provide sufficient and adequate sleeping quarters for EMS crew personnel, space within the facility bay for at least one medic vehicle, access to all common areas, and full use of utilities at the Township Fire Department facility at no additional cost.
- 3. The County will exercise full administrative and operational control over its personnel at all times.
- 4. The Township will exercise full administrative and operational control over its personnel at all times.
- 5. The facility is under the control of the Township and all policies and rules regarding use of common areas, utilities, etc. will be agreed upon by the Township and County prior to implementation. The employees of the County and Township will comply with said policies.

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No policy or rule will be implemented that hinders or interferes with the County carrying out its statutory duties. Some shared areas and rules include:

- a. Apparatus Bay: Township agrees to provide space within the existing apparatus room to house the county medic vehicle. The County Duty crew will be responsible for keeping the designated bay clean and clear of obstructions. The remaining bays will house fire fighting equipment and the Township will have responsibility for maintaining its area. The Township agrees to provide space for a wall locker that the County can utilize for storage of medical equipment/supplies.
 - b. Parking: County EMS Duty Crews will use the area designated for their parking for privately owned vehicles. County EMS Duty Crew personnel **will not** park in areas designated for fire, law enforcement or other restricted parking.
 - c. Training Room: This will be a shared area. County and Township personnel will be responsible for cleaning up after themselves.
 - d. Kitchen: This will be a shared area. County and Township personnel will be responsible for cleaning up after themselves. The Township will supply adequate space for the County EMS Duty Crews to store minimal food and condiment supplies.
6. This Agreement shall take effect at the earliest period allowed by law.
7. This Agreement shall continue in effect for a period of one year, renewable annually, or until such time as either Party renders in writing with at least 90 days notice to the other Party of a date that such Agreement shall be terminated.
8. County agrees to indemnify and hold Owner entirely free and harmless from and against all liability of any and all claims for loss, damages or injury of any kind or character to any person or property arising from any use of spaces described in this Agreement by County, or caused by or resulting from any act or omissions of County or any of its agents, employees, licensees or invitees. County is obligated under this indemnification and hold harmless clause to the maximum amount of One Million Dollars (\$1,000,000.00). Unless other wise excepted in this Lease Agreement, Owner agrees to indemnify County against damages arising from use of the offices by County and caused by the actions, or inaction, of Orange Township, its employees or agents. Owner is obligated under this indemnification clause to the maximum amount of One Hundred Thousand Dollars (\$100,000.00).
9. County shall maintain for the full lease term self-insurance and/or general liability insurance policies with a combined minimum limit of One Million Dollars (\$1,000,000.00), securing the indemnity and hold harmless obligations set forth above. Any such general liability insurance policies shall be issued by companies authorized to issue such policies within the State of Ohio.
10. Each party agrees to the following procedures for dispute resolution. Procedures are specifically designed to deal with any alleged disputes under this Agreement or as a result of any operational procedures that adversely impact either party. Disputes will be submitted in writing and forwarded in each Party’s chain of command, to either the Delaware County EMS Manager or the Genoa Township Fire Chief as appropriate. The Party receiving a dispute has 10 days to respond in writing to the other party. The response should include any findings or recommended solutions to the dispute. If the dispute cannot be resolved through this process, the Emergency Services Director or designated representative will meet with the Genoa Township Fire Chief or designated representative to arrive at a resolution. If the dispute cannot be resolved, it will be brought before the respective Boards for final resolution.

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

RESOLUTION NO. 02-549

IN THE MATTER OF APPROVING CONTRACTS FOR THE CONSTRUCTION OF MEDIC STATION 9 IN SOUTHEASTERN DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners desire to construct a facility for Medic 9 in Harlem Township that will conduct 24-hour Medic operations in the southeastern area of the County, and

WHEREAS, the facility will provide Emergency Medical Services with the capability of responding to most incidents in the southeastern area of the county in the desired 7 minute goal and standard, and

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WHEREAS, the Board of Commissioners has approved the award of bids to Inca Enterprises for General Trades at a cost of \$408,550.00, Romanoff Mechanical, Inc for plumbing at a cost of \$47,075.00, Spring Electrical Construction Co., Inc. for electrical work at a cost of \$67,525.00 and Air Experts, Inc. for the HVAC work at a cost of \$25,256.00;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve these contracts for the construction of the Medic Station 8 at a total cost of \$548,406.00.

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. 02-550

IN THE MATTER OF APPROVING CHANGE ORDERS 6 & 7 FOR BID PACKAGE 16&25 (ACOUSTIC CEILING & PARTITION COMPANY OF OHIO INC.) AND CHANGE ORDER 1 FOR BID PACKAGE 30 (ACCENT COMMUNICATION SERVICES INC.) FOR THE NEW SERVICES BUILDING:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve change orders:

Acoustic Ceiling & Partition Company Of Ohio Inc.

Original Contract	\$ 1,396,900.00
Previous Change Orders	\$ 38,032.00
Change Order #6 BP 16&25	\$ 31,082.00
Revised Contract Amount	\$ 1,466,014.00

Acoustic Ceiling & Partition Company Of Ohio Inc.

Original Contract	\$ 1,396,900.00
Previous Change Orders	\$ 69,114.00
Change Order #7 BP16&25	\$ 7,698.00
Revised Contract Amount	\$ 1,473,712.00

Accent Communication Services Inc.

Original Contract	\$ 46,476.50
Change Order #1 BP 30	\$ 9,006.52
Revised Contract Amount	\$ 55,483.02

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

Paula Roller- Turning Point Presentation

RESOLUTION NO. 02-551

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

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 10:45AM.

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

RESOLUTION NO. 02-552

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 11:30AM.

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

There being no further business the meeting adjourned.

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Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners