

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2002

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

Present: James Ward, Deborah Martin, Donald Wuertz

8:00 AM Duncan Whitney-County Prosecutor

7:00 PM Public Hearing of Annexation Petition for 27.72 Acres from Orange Township to the City of Columbus

7:15 PM Public Hearing of Annexation Petition for 47.546 (49.005) Acres from Liberty Township to the City of Columbus

7:30 PM Public Hearing of Annexation Petition for 49.3 Acres from Genoa and Orange Townships to the City of Westerville

RESOLUTION NO. 02-106

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION AND PROPERTY ACQUISITION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 8:15AM.

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

RESOLUTION NO. 02-107

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                      Mrs. Martin                      Aye                      Mr. Wuertz                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 02-108

IN THE MATTER OF APPOINTMENT OF THE BOARD’S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:

It was moved by Mrs. Martin, seconded by Mr. Ward to appoint the following to the following boards and commissions:

- Regional Planning - All 3 Commissioners
- Reg. Planning Executive Committee - Jim Ward
- Central Ohio Regional Forum (CORF) - Don Wuertz
- Records Commission –Don Wuertz
- Investment Committee - Deborah Martin & Don Wuertz
- Job and Family Services - Deborah Martin
- Five County Joint Detention Center - Don Wuertz & Jim Ward
- DKMM Solid Waste District - All 3 Commissioners
- EMA/LEPC - Don Wuertz
- DKMM Solid Waste District Executive Committee - Don Wuertz
- Correction Planning – Jim Ward
- CIC - All 3 Commissioners
- Children's First - Deborah Martin
- 9-1-1 Board of Governors - Jim Ward
- Data Processing Board - Jim Ward
- Council for Older Adults - Deborah Martin
- Main Street Delaware - Don Wuertz
- MORPC-All 3 Commissioners
- MORPC – Policy Advisory Committee – All 3 Commissioners and Dave Cannon
- Regional Planning Alternate-Dave Cannon
- Chamber of Commerce- Dave Cannon
- Heart of Ohio Resource Conservation and Development– Deborah Martin
- DKMM Policy Board – Jim Ward
- Local Workforce Investment Board- Deborah Martin
- One Stop Employment–Deborah Martin
- WIB Youth Council – Deborah Martin
- Community Action Organization- Deborah Martin
- Delaware-Knox County WIB- Deborah Martin

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

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PUBLIC COMMENT - None

RESOLUTION NO. 02-109

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 327249 THROUGH 327554:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants numbered 327249 through 327554 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2P12587	Turning Point	Domestic Violence	0290-2910	\$ 11,509.60
2B12584	Soil & Water Conservation District	Soil Conservation ASCS	0120-3001	\$ 205,000.00
2B12638	OSU Extension Office	OSU Grant/Agricultural Extension	0120-3001	\$ 231,523.00
2P12637	Delaware County Fair	Grant/Del Cty Fair	0120-3001	\$ 8,000.00
2P12635	Historical Society	Grant/Historical Society	0120-3001	\$ 18,000.00
2P08540	Information Management Services	Cannon MP90 (reader-printer)	0020-4100	\$ 6,426.00
2B11052	Vision Plus	Vision Insurance Premium	1160-2506	\$ 16,000.00
<u>Vouchers</u>				
2B09278	CCAO SC	Gas/Utility	0130-2603	\$ 3,054.31
1B02805	CCAO SC	Gas/Utility	0130-2603	\$ 6,729.58
1B02727	AEP	Electric Service to OECC & Pump Station	3530-2600	\$ 69,456.72
2B11150	Petroleum Traders	Gasoline/Diesel Fuel	0140-1530	\$ 6,818.56
1B10479	Bovis Lend Lease, Inc.	Construction Mngr/Admin Bldg	8612-4011	\$ 51,569.43
2B08337	CCAO SC	2002 Membership Dues	0120-2854	\$ 7,331.40
2P12633	Del Cty Regional Planning	2002 Membership Dues	0120-2854	\$ 79,223.00
2P08338	Emergency Services	Emergency Management Apportionment	0120-2059	\$ 21,997.80
2P12629	Mid Ohio Regional Planning	2002 Membership Dues	0120-2854	\$ 29,938.00
2B09283	Ben Bro Enterprises, Inc.	Land/Building rental	0130-2700	\$ 12,160.00
2B11026	The Healthy Edge LLC	Employee Assistance Program	0300-2001	\$ 8,595.36

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

RESOLUTION NO. 02 -110

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Margaret A. McCoy attend a workshop on Out of Control Adolescents in Columbus, Ohio On January 24, 2002, in the amount of \$85.00. (To maintain required licensure).

Juvenile Court is requesting that Margaret A. McCoy attend a Relapse Treatment workshop in Columbus, Ohio March 1, 2002, in the amount of \$80.00. (Required Training).

The Environmental Services Department is requesting that Barry Bryant and Paul Sandstrom attend an OWEA Conference in Columbus, Ohio February 14, 2002, in the amount of \$230.00. (Regulatory update).

The Environmental Services Department is requesting that Rick Varner attend an OWEA Conference in Columbus, Ohio February 14, 2002, in the amount of \$100.00. (Hours for License renewal).

The Economic Development Department is requesting that Dottie Brown attend a CHIP 2002 training meeting in Reynoldsburg, Ohio February 5, 2002, in the amount of \$24.00.

The Engineer’s Department is requesting that Chris Bauserman and Scott Pike attend a 2002 Ohio County Engineer’s Conference in Columbus, Ohio January 29 and 30, 2002, in the amount of \$338.00.

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

RESOLUTION NO. 02-111

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:

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Rachael Hager	Two classes		\$1,329.30			
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-112

IN THE MATTER OF APPROVING PLATS FOR OAKS AT HIGHLAND LAKES PHASE 2;  
RIVER’S EDGE AT ALUM CREEK SECTION 1 AND WILLOW BEND SECTION 1 AND  
PLAN FOR MILLS ROAD BRIDGE OVER MILLS CREEK AND DITCH MAINTENANCE  
PETITIONS FOR OAKS AT HIGHLAND LAKES PHASE 2 AND WILLOW BEND SECTION 1:

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

Oaks At Highland Lakes Phase 2

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Lying In Section 2, Township 3 North, Range 17 West United States Military Lands Containing 7.238 Acres In Farm Lot 12, And 5.220 Acres In Farm Lot 13, Being 12.458 Acres, More Or Less, Including 2.180 Acres Of Right-Of-Way, Out Of The 178.908 Acres Tract Conveyed To M/I Schottenstein Homes Inc., An Ohio Corporation By Deed Of Record In Deed Book 38 Page 248, Records Of The Recorders’s Office, Delaware County, Ohio. Cost \$ 126.00.

River’s Edge At Alum Creek Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Lying In Lot 5, Section 1, Township 3 Range 18, United States Military Lands, Being 14.038 Acres, More Or Less, Including 2.003 Acres Of Right-Of-Way, Out Of The 34.450 Acre Tract Conveyed To Landvest, LLC, By Deed Of Record In Deed Book 639, Page 552, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$78.00.

Willow Bend Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Farm Lot C And Farm Lot D, Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 38.132 Acres Of Land, More Or Less, Said 38.132 Acres Being Part Of That Tract Of Land Conveyed To Big Walnut Associates, By Deed Of Record In Official Record 74, Page 2287, Recorder’s Office, Delaware County, Ohio. Cost \$150.00.

Mills Road Bridge Over Mills Creek

State Of Ohio, Delaware County, Delaware County Road 150-3.18, Mills Road Bridge Over Mill Creek, Concord Township.

Ditch Maintenance Petition-Oaks At Highland Lakes Phase 2

We the undersigned owners of 12.458 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Oaks At Highland Lakes Phase 2** 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 **Oaks At Highland Lakes Phase 2** subdivision.

The cost of the drainage improvements is \$ 85,077.77 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. 42 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, \$ 2,025.66 per lot. An annual maintenance fee equal to 2% of this basis \$ 40.51 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 1,701.56 has been paid to Delaware County.

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

Ditch Maintenance Petition-Willow Bend Section 1

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We the undersigned owners of 38.2 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Willow Bend Section 1** 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 **Willow Bend Section 1** subdivision.

The cost of the drainage improvements is \$ 215,980.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 47 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, \$ 4,595.32 per lot. An annual maintenance fee equal to 2% of this basis \$ 91.91 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 4,319.6 has been paid to Delaware County.

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

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

**RESOLUTION NO. 02-113**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR GOLF VILLAGE  
SECTION 1, PHASE A, PART I:**

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

**Golf Village Section 1, Phase A, Part I**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 22<sup>nd</sup> day of January 2002, between **DOMINION HOMES** as evidenced by the **GOLF VILLAGE SECTION 1, PHASE A, PART I** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 12/19/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non- compliance with any of the provisions and stipulations

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of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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

**RESOLUTION NO. 02-114**

**IN THE MATTER OF ACCEPTING ROADS IN SUMMERWOOD:**

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

**Summerwood**

- **Summerwood Crossing**, to be known as **Township Road Number 1241**
- **Streamside Drive**, to be known as **Township Road Number 1242**
- **Summerwood Court**, to be known as **Township Road Number 1243**
- **Summer Trail Court**, to be known as **Township Road Number 1244**

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

RESOLUTION NO. 02-115

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SUMMERWOOD:

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

Stop Conditions - Summerwood

- On Township Road Number 1241, Summerwood Crossing, at its intersection with County Road Number 21, Africa Road
- On Township Road Number 1241, Summerwood Crossing, at its intersection with Township Road Number 1242, Streamside Drive
- On Township Road Number 1242, Streamside Drive, at its intersection with Township Road Number 35, North 3B's & K Road
- On Township Road Number 1243, Summerwood Court, at its intersection with Township Road Number 1242, Streamside Drive
- On Township Road Number 1244, Summer Trail Court, at its intersection with Township Road Number 1242, Streamside Drive

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

RESOLUTION NO. 02-116

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR HARBOR POINTE SECTION 2, PHASE 1:

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

Harbor Pointe Section 2, Phase 1

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

In accordance with the Subdivider's Agreement, the engineer recommends that the maintenance bond be set at **\$46,000** for the duration of the one year maintenance period. A Bond and Letter of Credit totaling that amount are attached. The Engineer also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes.

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

RESOLUTION NO. 02-117

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR RIVER'S EDGE AT ALUM CREEK SECTION 1 AND WILLOW BEND SECTION 1:

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

River's Edge at Alum Creek Section 1

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$83,000**, and two Letters of Credit totaling that amount are attached to cover the bonding of this project.

Willow Bend Section 1

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$887,900** and a Bond in that amount is attached to cover the bonding of this project.

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

RESOLUTION NO. 02-118

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

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

Permit #	Applicant	Location	Type of Work
U02004	Verizon	Blanket Permit	Install telephone services
U02005	Aldelphia	Orange road	Install fiber optic cable
U02006	Columbia Gas	Golf Village 9, 1	Install gas main
U02009	Columbia Gas	Summerwood Phase 2	Install gas main
	Columbia Gas	Sawmill Parkway	Install gas main

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

RESOLUTION NO. 02-119

IN THE MATTER OF APPROVING THE 40% WEIGHT REDUCTION ON THE TOWNSHIP  
ROADS:

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

Weight Limit Reductions

The Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic. Therefore, the Engineer is requesting that The Board reduce the load limits on the **Township Roads** (listed below) by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

2002 POSTED ROADS

#	ROAD NAME	BEGIN LIMIT	END LIMIT
33	ALEXANDER		
102	ARMSTRONG		
86	BAKER		
107	BALE KENYON		
298	BASHAM		
140	BEAN OLLER		
252	BEARD		
75	BERKSHIRE		
68	BLAYNEY		
67	BLUE CHURCH	ROSECRANS	MORROW COUNTY
92	BRAUMILLER		
170	BRINDLE		
141	BUNTY STATION		
165	BURNT POND		
193	BUTTERMILK HILL		
81	CAACKLER		
152	CALHOUN		
166	CARR		
334	CARRIAGE		
25	CENTER VILLAGE	HARLEM	RED BANK
33	CLARK	KILBOURNE	MORROW COUNTY
139	CLARK SHAW		
129	CONCORD	DUBLIN CITY	COOK
132	COOK	ST RT 745	UNION COUNTY
51	COUNTY LINE		
273	CURVE	GLENN	LACKEY-OLD STATE
271	DALE FORD		
167	DEGOOD	OSTRANDER	UNION COUNTY
197	DILDINE		
33	DOMIGAN		
135	DUFFY		
104	DUSTIN		
164	FONTANELLE	OSTRANDER	SMART
142	FORD		
143	FRESHWATER		

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262	FRY		
82	GIEHL		
93	GLENN	DELAWARE CITY	CURVE
33	GOLF COURSE		
27	GORSUCH	HARLEM	ST RT 605
29	GREEN COOK	TRENTON	FRANKLIN COUNTY
96	GREGORY		
87	HARRIS		
76	HOGBACK		
171	HOUSEMAN		
77	HOWARD		
216	HUDSON		
159	JACKTOWN		
73	JOE WALKER		
85	JUMPER		
219	KELLY MCMASTER		
149	KLONDIKE	ST RT 36	BELLPOINT
155	LARCOMB	STOVER	UNION COUNTY
189	LAWRENCE	MEREDITH	ST RT 37
221	LEONARDSBURG		
80	LEONARDSBURG		
38	LEWIS		
133	MERCHANT	ST RT 745	UNION COUNTY
150	MILLS		
260	MITCHELL		
26	MONTGOMERY		
136	MOORE		
262	MOREY		
24	N. OLD 3C		
23	NEEDLES		
160	NEWHOUSE		
114	E ORANGE	S. OLD STATE	BALE KENYON
114	W ORANGE	ST RT 315	ST RT 23
142	OWEN FRALEY	DELAWARE CITY	BUNTY STATION
196	PENRY	ST RT 203	TROY
99	PIATT		
263	PITTMAN		
290	PITTMAN		
88	PLUNKETT		
101	POLLOCK		
253	PUGH		
377	ROBIN HOOD LANE		
36	ROBINS		
95	ROLOSON		
39	ROME CORNERS		
69	ROSECRANS		
161	RUSSELL		
122	RUTHERFORD		
5	S. SECTION LINE	ST RT 36	ST RT 37
5	S. SECTION LINE	ST RT 42	HOME
121	SELDOM SEEN	ST RT 257	SAWMILL PKWY
134	SHERMAN		
169	SHIPLEY		
258	SHORTCUT		
85	SKINNER		
168	SLOCUM		
162	SMART		
224	STEAMTOWN		
125	STEITZ		
156	STOVER	DEAN	UNION COUNTY
94	SWEENEY		
154	TAYLOR	LARCOMB	UNION COUNTY



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208	THOMAS		
71	TODD STREET		
108	TUSSIC STREET	BIG WALNUT	MAXTOWN
70	TWIGG HUPP		
276	VELEY		
265	WALTON		
173	WARREN		
392	WILDWOOD		
56	WILSON		
23	WOODTOWN	ST RT 605	GREEN-COOK

Vote on Motion                      Mr. Ward                      Aye                      Wuertz                      Aye                      Martin                      Aye

RESOLUTION NO. 02-120

IN THE MATTER OF AUTHORIZING SPEED LIMIT REVISION ON PENN ROAD (COUNTY ROAD NUMBER 158):

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize speed limit revision as follows:

Speed Limit Reduction Request  
Penn Road (County Road Number 158)

The Engineer’s office has conducted a speed limit study for Penn Road in Scioto Township. As a result of this study, the Engineer has determined that the appropriate warranted speed limit is 45 miles per hour.

Therefore, the Engineer is recommending that a Resolution be passed by The Board to request that the Director of the Ohio Department of Transportation cause to be journalized a safe prima fascia speed limit of 45 miles per hour on Penn Road (County Road Number 158) in the unincorporated Village of White Sulphur and further that he cause to be issued letters of authority so that County crews may erect in said Village signs displaying 45 miles per hour as the speed limit.

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

RESOLUTION NO. 02-121

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE YEAR 2001:

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

In accordance with the provisions specified in the Ohio Revised Code, Section 4501.04 (Distribution of Revenue), the total certified mileage for January through December 2000 for Delaware County was 333.14 miles.

ODOT currently shows that the total Mileage for 2001, effective January 1, 2001, is 335.34 miles. The Board of Commissioners Certifies that the Total Mileage for 2001, effective January 1, 2001, is 335.34 miles.

If the mileage currently shown by ODOT (line 1) is different than the mileage certified by the Board (line 2) then the Board is responsible for submitting detailed documentation showing that there have been either additions and/or subtractions to the total mileage that is currently shown by ODOT. Said documentation is available.

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

RESOLUTION NO. 02-122

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND KEVIN JUSTICE TRUCKING FOR STOCKPILE HAULING, ASPHALT HAULING AND STONE HAULING FOR THE DELAWARE COUNTY ENGINEER FOR 2002:

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

AGREEMENT, made and entered into this 22<sup>nd</sup> day of January, 2002 by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and KEVIN JUSTICE TRUCKING, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum as stated in Bidder’s **Bid**

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**Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all the necessary labor and equipment required to complete the project known as **STOCKPILE HAULING, ASPHALT HAULING AND STONE HAULING FOR THE DELAWARE COUNTY ENGINEER FOR 2002**, General Specification and Invitation to Bid for same hereto attached, which General Specifications and Invitation to Bid are hereby declared a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said equipment and to do the work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **County Engineer**.

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

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

**RESOLUTION NO. 02-123**

**IN THE MATTER OF APPROVING THE REVISED ESTIMATE FOR LAWRENCE ROAD BRIDGE REPLACEMENT AND ROAD REALIGNMENT:**

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

**Project Description**

The replacement of an existing concrete slab bridge over Prarie Run with a precast reinforced concrete arch structure, including realignment and reconstruction of a total of 0.20 miles of the roadway approached to the bridge, and installation of new guardrail.

The engineer’s revised estimate for the project is \$233,000.00  
New cost based on pricing of concrete culverts  
(Previous estimate \$227,000.00.)

(Estimate Sheet available in the Commissioners Office)

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

**RESOLUTION NO. 02-124**

**IN THE MATTER OF APPROVING ESTIMATE FOR CONCORD ROAD BRIDGE REPLACEMENT:**

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

The engineer’s estimate for the project is \$ 404,494.92

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

**RESOLUTION NO. 02-125**

**IN THE MATTER OF APPROVING ESTIMATE FOR MILLS ROAD BRIDGE REPLACEMENT AND ROAD REALIGNMENT:**

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

**Project Description**

Improvement of 0.24 miles of County Road 150 by approach realignment, paving with asphalt concrete and by replacing Bridge No. Del-C.R-150-3.33 over Mill Creek.

The engineer’s estimate for the project is \$ 1,363,880.80

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

**RESOLUTION NO. 02-126**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR PRECAST REINFORCED 4-SIDED CONCRETE BOX CULVERT; PRECAST REINFORCED 3-SIDED CONCRETE FLAT TOPPED CULVERT; PRECAST REINFORCED 3-SIDED CONCRETE ARCH CULVERT; GUARDRAIL MATERIALS AND STEEL BEAM BRIDGES (DESIGN/BUILD):**

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

Whereas, Delaware County went out to bid and bids were taken on January 14, 2002, and

Whereas, after carefully reviewing the bids received, the bids submitted by the companies listed, have been determined to be the lowest and best bids;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids as listed below:

Precast Reinforced 4-Sided Concrete Box Culvert:

Recommend that a non-exclusive award be made to Rinker Materials – Hydro Conduit Division and Mack Industries

Precast Reinforced 3-Sided Concrete Flat Topped Culvert:

Recommend that a non-exclusive award be made to Rinker Materials – Hydro Conduit Division

Precast Reinforced 3-Sided Concrete Arch Culvert:

Recommend that a non-exclusive award be made to Bridgetek, LLC

Guardrail Materials:

Recommend that a non-exclusive award be made Paul Peterson Company, Lake Erie Construction and Superior Steel Corporation.

Steel Beam Bridges (Design/Build):

Recommend that a non-exclusive award be made to the Ohio Bridge Corporation.

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

RESOLUTION NO. 02-127

IN THE MATTER OF CORRECTING SPECIFIC WAGE CHARTS:

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

Whereas,                      in 2000 specific wage charts were readjusted; and

Whereas,                      the adjustments were not considered in the update to the wage charts in December 2001; and

Whereas,                      the Board of Commissioners would like to correct the currently adopted wage charts to encompass these adjustments

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio that the following specific position wage charts will replace those wage charts for the same positions adopted on December 20, 2001 in resolution number 01-1516; and

Further be it resolved that these corrected charts shall be effective January 5, 2002.

			Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A
Building Official									
Based on Combination Bldg./Electrical Inspector SPECAT 7			\$ 21.96	\$ 23.06	\$ 24.21	\$ 25.42	\$ 26.69	\$ 28.03	\$ 29.43
Level 1 (15%)	Formula Scale	Hourly	\$ 25.25	\$ 26.52	\$ 27.84	\$ 29.23	\$ 30.70	\$ 32.23	\$ 33.84
		Bi-weekly	\$ 2,020.32	\$ 2,121.34	\$ 2,227.40	\$ 2,338.77	\$ 2,455.71	\$ 2,578.50	\$ 2,707.42
		Annually	\$52,528.32	\$55,154.74	\$57,912.47	\$60,808.10	\$63,848.50	\$67,040.93	\$70,392.97
Wastewater Maintenance Supervisor									
Based on Wastewater Maint. Mechanic II (+5% cert.)			\$ 15.65	\$ 16.43	\$ 17.25	\$ 18.11	\$ 19.02	\$ 19.97	\$ 20.97

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Level 1 (15%)	Formula Scale								
		Hourly	\$ 17.99	\$ 18.89	\$ 19.84	\$ 20.83	\$ 21.87	\$ 22.96	\$ 24.11
		Bi-weekly	\$ 1,439.34	\$ 1,511.31	\$ 1,586.87	\$ 1,666.22	\$ 1,749.53	\$ 1,837.00	\$ 1,928.85
		Annually	\$37,422.84	\$39,293.98	\$41,258.68	\$43,321.62	\$45,487.70	\$47,762.08	\$50,150.18

Collections Systems  
Supervisor

Based on Lead Collections Operator			\$ 14.90	\$ 15.65	\$ 16.43	\$ 17.25	\$ 18.11	\$ 19.02	\$ 19.97
Level 1 (15%)	Formula Scale								
		Hourly	\$ 17.14	\$ 17.99	\$ 18.89	\$ 19.84	\$ 20.83	\$ 21.87	\$ 22.96
		Bi-weekly	\$ 1,370.80	\$ 1,439.34	\$ 1,511.31	\$ 1,586.87	\$ 1,666.22	\$ 1,749.53	\$ 1,837.00
		Annually	\$35,640.80	\$37,422.84	\$39,293.98	\$41,258.68	\$43,321.62	\$45,487.70	\$47,762.08

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

RESOLUTION NO. 02-128

IN THE MATTER OF ADOPTING A RESOLUTION RENEWING A MUTUAL AID AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE MORROW COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, Section 5915.09 of the Ohio Revised Code allows political subdivisions in collaboration with other public and private agencies to develop mutual aid arrangements for reciprocal emergency management aid and assistance, and

WHEREAS, the Board recognizes that such an agreement would be mutually beneficial to both entities and possibility help reduce the risk of loss of life and property; and

WHEREAS, Delaware County and Morrow County have had such an agreement since 1992;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the renewal of a mutual aid agreement with Morrow County, and

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 02-129

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN HARBOR POINT SECTION 2 PHASE 1 AND EAGLE TRACE SECTION 2 PHASE B:

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:

Harbor Point Section 2 Phase 1	245 feet of 8 inch sewer	8 manholes
	1,360 feet of 12 inch sewer	
Eagle Trace Section 2 Phase B	695 feet of 8 inch sewer	3 manholes

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

RESOLUTION NO. 02-130

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR NEW HIGH SCHOOL -TUSSIC ROAD SITE (WESTERVILLE SCHOOLS); WEDGEWOOD PLACE SECTION 2; GOLF VILLAGE SECTION 7 PHASES 1, 2 & 3; GOLF VILLAGE SECTION 4 PHASES A & B AND GOLF VILLAGE SECTION 8 PHASES A & B:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plans for New High School - Tussic Road Site (Westerville Schools); Wedgewood Place Section 2; Golf Village Section 7 Phases 1, 2 & 3; Golf Village Section 4 Phases A & B And Golf Village Section 8 Phases A & B for Submittal To The Ohio EPA For their approval as per recommendation of the county sanitary engineer.

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

RESOLUTION NO. 02-131

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR GOLF VILLAGE SECTION 9 PHASE 2 PART A AND GOLF VILLAGE SECTION 9 PHASE 2 PART B:

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

Golf Village Section 9 Phase 2 Part A

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 22<sup>nd</sup> day of January 2002, by and between M/I SCHOTTENSTEIN HOMES SUBDIVIDER, as evidenced by the GOLF VILLAGE SECTION 9 PHASE 2 PART A Subdivision Plat filed with the Delaware County Recorder and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$97,350.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection for 33 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the Delaware county Sanitary engineer for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$68,940.00) 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 \$5,500.00, 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

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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 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.

**Golf Village Section 9 Phase 2 Part B**

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 22<sup>nd</sup> day of January 2002, by and between **M/I SCHOTTENSTEIN HOMES SUBDIVIDER**, as evidenced by the **GOLF VILLAGE SECTION 9 PHASE 2 PART B** Subdivision Plat filed with the Delaware County Recorder and the **BOARD OF COUNTY COMMISSIONERS** of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$109,150.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection for 37 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the Delaware county Sanitary engineer for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$8,4382.00) 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

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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 \$6,750.00, 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 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. Wuertz              Aye              Mrs. Martin              Aye              Mr. Ward              Aye

**RESOLUTION NO. 02-132**

**IN THE MATTER OF APPROVING CHANGE ORDERS WITH KOKOSING CONSTRUCTION COMPANY; COMPLETE GENERAL CONSTRUCTION COMPANY AND FORT DEFIANCE CONSTRUCTION AND SUPPLY INC.:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the Change Orders as follow:

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Kokosing Construction – Change Order #5 – S99-1A

Alum Creek Pump Station & Central Maintenance Facility – General Construction

Bid Proposal	\$	7,488,000.00
Previous Chang Orders	\$	214,119.00
Increase CO # 5	\$	34,485.72
Total Contract to Date	\$	7,736,604.72

Complete General Construction Company – Change Order #4 – S99-4

Alum Creek Effluent Line and Force Mains-Powell Road Segment

Bid Proposal	\$	4,161,888.00
Previous Chang Orders	\$	114,378.18
Increase CO # 4	\$	9,434.51
Total Contract to Date	\$	4,285,700.69

Fort Defiance Construction & Supply, INC. – Change Order #4 – S99-3

Africa Road Improvements

Bid Proposal	\$	6,524,400.20
Previous Chang Orders	\$	194,837.62
Increase CO # 4	\$	79,499.73
Total Contract to Date	\$	6,798,737.55

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

RESOLUTION NO. 02-133

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER DON-A-DEL:

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

AMENDMENT NO. 1

This amendment, effective November 1, 2001, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and Don-A-Del entered into on the 1st day of July, 2001.

- SITE: Don-A-Del, 2221 Braumiller Rd., Delaware, OH 43015
- I.        ticle 2. Contract Period: Changes the termination date of the contract from \_\_\_\_\_ n/a \_\_\_\_\_ to \_\_\_\_\_ n/a \_\_\_\_\_
- II.       Article 3. Contract Services: No change.
- III.      Article 4. Cost and Delivery of Purchased Services:
- |                                      |             |                       |
|--------------------------------------|-------------|-----------------------|
| Adjusts the full time unit rate from | \$115.00 to | \$120.00 Toddler      |
|                                      | \$105.00 to | \$108.00 Preschool    |
|                                      | \$ 70.00 to | \$ 75.00 Kindergarten |
| Adjusts the part time unit rate from | \$ 77.05 to | \$ 80.40 Toddler      |
|                                      | \$ 70.35 to | \$ 72.00 Preschool    |
|                                      | \$ 67.00 to | \$ 67.00 Kindergarten |
| Adjusts activity fees from           | \$ 8.00 to  | \$ 3.00 Toddlers      |
|                                      | \$ 3.00 to  | \$ 0.00 Preschool     |

to reflect the provider’s usual and customary fee to private customers or the local market rate, whichever is lower.

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

RESOLUTION NO. 02-134

IN THE MATTER OF ACCEPTING THE BID SUBMITTED BY KRAIG WAGGONER FOR RENTAL OF THE DELAWARE COUNTY HOME FARMLAND:

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



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WHEREAS, Delaware County received bids for the cash lease of the farmland located at the Delaware County Home on January 14, 2001 at 10:30am. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Kraig Waggoner at \$92.50 per acre has been determined to be the highest and best bid.;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Kraig Waggoner for the rental of the Delaware County Home Farmland.

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

RESOLUTION NO. 02-135

IN THE MATTER OF APPROVING THE RESOURCE MANAGEMENT SYSTEM CONSERVATION PLAN FOR THE DELAWARE COUNTY HOME FARMLAND:

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

WHEREAS, Delaware County owns and rents farmland at the former County Home. And;

WHEREAS, The Board of County Commissioners of Delaware County wish to be good stewards for this farmland. and;

WHEREAS, the USDA Natural Resource Conservation Service and the Delaware County Soil and Water Conservation District have developed a Resource Management System Conservation Plan for the County Home farmland consisting of farm tracts 1063, 7894, 7896, 7897.;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the Resource Management System Conservation Plan for the Delaware County Home Farmland.

(Plan is available for review in the Commissioners' Office)

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

RESOLUTION NO. 02-136

IN THE MATTER OF ACCEPTING THE BID AND AWARDING CONTRACT TO COTTINGHAM PAPER CO. FOR CLEANING SUPPLIES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for cleaning supplies for Delaware County on January 14, 2002. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Cottingham Paper Co. has been determined to be the lowest and best bid for cleaning supplies;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Cottingham Paper Company, including alternates, and award contract for cleaning supplies for Delaware County.

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

RESOLUTION NO. 02-137

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE USE OF GASOLINE AND TELEPHONE CREDIT CARDS:

It was moved by Mrs. Martin, seconded by Mr. Ward, to adopt the following Resolution authorizing the use of Gasoline and Telephone Credit Cards:

Whereas, Ohio Revised Code 301.27 allows for the use of county credit cards effective January 1, 2002, and

Whereas, from time to time various county employees have need to charge gasoline, diesel, emergency repairs and telephone use to the county, and

Whereas, various office holders and department heads have requested issuance of a credit card,

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Now therefore be it Resolved, by the Board of County Commissioners of Delaware County, State of Ohio to issue credit cards to the following departments for use by the employees listed within the maximum dollar amount listed by department through December 31, 2002.

<u>Gasoline, Diesel Fuel:</u>		<u>BP Products, North America, Inc.</u>
Sheriff Office		\$2,000.00
Myers, Al	Pfan, Shelley	Griffin, Eric
Borchers, Gil	Vogel, Ronald	Otto, Daniel
Ward, Steve	Keller, Dereck	Brown, Cleve
Vance, Scott	Strawser, Fred	Petrie, Troy
Pohl, Randy	Buttler, David	Blair, Brian
Savage, Kevin	Yates, Rusty	Evans, Nathan
Lahmon, Jim	McTurner, Tom	Daniels, Jack
Askew, Mike	Burke, Jonathan	Graham, Matt
Kester, Art	Booher, Dave	Berry, Warren
Burden, Chris	Garner, Matt	Dillinger, Leslie
Barnhart, Todd	Brown, Steve	Karbler, Darin
Passet, Jason	Pool, Loren	Dore, Larry
Simila, Doug	Weiser, Dave	Johnson, David
Miller, Jim	McHenry, Richard	Brandt, Patrick
Mendel, Joe	Boham, Walt	Carter, Brian
Cuccarese, Jim	Dick, Matt	Ullom, Kevin
Keckler, Sam	Dick, Hugh	Bessinger, Jeffrey
Kern, Mark	Brown, Rob	Turner, Kevin
Gibson, Troy	Wilson, Colleen	Schambs, Timothy
Spring, Robert	Witt, Don	Woolum, Todd
Deckling, Jennifer	Papillon, Julio	Stayer, Christopher
Donaugh, Terry	Blazier, Victor	Davis, Brett
Griffith, Max	VanSickle, Chad	
EMS\$1,000.00		
Larry Fisher	Pearline Howald	Hugh Dick
Tom Shover	Brent Staley	Bob Fish
Murray Smith	Bill Barks	
EMA\$1,000.00		
Larry Fisher	Dave Hall	Bobby Lavender
County Engineer		\$1,000.00
Chris Bauserman	Scott Pike	
Facilities Management		\$1,000.00
Jon Melvin		
<u>Telephone Service:</u> <u>First Communications</u>		
Human Services		\$1,000.00
Reilly, Mona	Thomas, Angela	Apt, Julie
Block, Carrie	Bukovec, Donna	Butler, Kathy
Cabot, Lisa	Downing, Marcy	Halterman, Rosemary
Hayes, Lee	Hill, Craig	Hoffer, Sarah
Little, Jim	Matlack, Keith	McCormick, Judy
Powers, Lori	Rayburn, Patti	Reeves, John
Commissioners Office		\$500.00
Deborah Martin	Jim Ward	Don Wuertz
David Cannon		

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Common Please Court		\$500.00				
Judge Henry Shaw, Jr.						
County Engineer		\$500.00				
Chris Bauserman		Scott Pike				
Data Center		\$500.00				
Steve Lewis						
EMA		\$500.00				
Larry Fisher		Dave Hall		Bobby Lavender		
Facilities		\$500.00				
Jon Melvin						
Prosecutor		\$500.00				
W. Duncan Whitney						
Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-138

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:		FUND NAME:		AMOUNT:		
081-8111-040		Roadway Development - Highfield Dr		\$ (60,000.00)		
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-139

7:00 PM PUBLIC HEARING OF ANNEXATION PETITION FOR 27.72 ACRES FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 7:00PM:

Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Aye
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RESOLUTION NO. 02- 140

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR 27.72 ACRES FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Ward to close the Hearing.

Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye
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RESOLUTION NO. 02-141

ORDER OF COMMISSIONERS FOR ANNEXATION OF 27.72 ACRES FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

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

The Commissioners of Delaware County, Ohio having on the 22<sup>nd</sup> day of January 2002, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the **City of Columbus**, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the **City of Columbus** as required by Section

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709.031(B) of the Revised Code;

- 3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and
- 6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the **Clerk of the City of Columbus**, Ohio.

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

RESOLUTION NO. 02-142

7:15 PM PUBLIC HEARING OF ANNEXATION PETITION FOR 47.546 (49.005) ACRES FROM  
LIBERTY TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mrs. Martin to open the Hearing at 7:15PM:

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

RESOLUTION NO. 02- 143

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR 47.546 (49.005) ACRES FROM  
LIBERTY TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Ward to continue the Hearing to June 10, 2002, at 7:45PM with the understanding that a public notice of the hearing be advertised, one time, between 20 and 30 days before said hearing.

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

RESOLUTION NO. 02-144

7:30 PM PUBLIC HEARING OF ANNEXATION PETITION FOR 49.3 ACRES FROM GENOA AND  
ORANGE TOWNSHIPS TO THE CITY OF WESTERVILLE:

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

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

RESOLUTION NO. 02- 145

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR 49.3 ACRES FROM GENOA  
TOWNSHIP TO THE CITY OF WESTERVILLE:

It was moved by Mr. Ward, seconded by Mrs. Martin to continue the Hearing to June 10, 2002, at 8:00 PM with the understanding that a public notice of the hearing be advertised, one time, between 20 and 30 days before said hearing.

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

There being no further business the meeting adjourned.

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners