

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 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

8:30 AM Dale Wilgus-Investment Committee

RESOLUTION NO. 02-922

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 8:40AM.

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

RESOLUTION NO. 02-923

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 9:00AM.

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

PUBLIC COMMENT – Ms. Larissa Hook, 4-H Agent introduced Ms. Molly Ruggles who is the new program assistant for 4-H in the county.

Ms. tiffany Thompson a ten year old 4-H member spoke to the commissioners regarding a request for money to electrify Junior Fair camp sites.

RESOLUTION NO. 02-924

IN THE MATTER OF GRANTING A FINANCIAL REQUEST FROM THE DELAWARE COUNTY FAIR FOR THE ELECTRICAL HOOK-UPS FOR THE JUNIOR FAIR CAMP AREA:

It was moved by Mrs. Martin, seconded by Mr. Ward to grant the request for \$6,500.00 for the electrical hook-ups for the Junior Fair Camp Area.

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

RESOLUTION NO. 02-925

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0719:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0719 and Purchase Orders and Vouchers as listed below:

PO's			
Vendor	Description	Account Number	Amount
Villa Angela Care Center	Cluster/Residential Treatment	22511608-534234215	\$ 10,000.00
Ohio Department of Development	APC-Remittance to State	21011115-5365	\$ 20,860.00
INCREASES			
Children's World	Child Care	22411606-5348	\$ 6,000.00
Presbyterian Child welfare Agency	Cluster	22511608-534234215	\$ 10,000.00
Buckeye Boys Ranch	Cluster	22511608-534234215	\$ 15,000.00
Lincoln Place	Cluster	22511608-534234215	\$ 10,000.00
House of New Hope	Cluster	22511608-534234215	\$ 10,000.00
Air Experts		40411410-5410	\$ 13,000.00
Ohio State University	Continuing Education	22411603-5305	\$ 6,000.00
Arlene Sheets	Child Care	22411606-5348	\$ 7,000.00
BP Products	EMS	10011303-5228	\$ 5,000.00
BP Products	EMS	10011303-5228	\$ 5,000.00
VOUCHERS			
Buckeye Boys Ranch	Cluster/Johnson	22511608-534234215	\$ 5,208.00
Helpline	Purchased Serv. Kinship	22411601-534834835	\$ 7,459.35
Trucco Construction Co., Inc.	Emergency Sewer Repair/Maxtown Rd.	65211905-5380	\$ 9,756.60
Delaware Co. JV Court	March, April, May June	22411604-5348	\$ 24,556.00

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AEP	Utility	10011105-533833802	\$	21,443.23
Boy's Village Inc.	Residential Treatment	22511607-534234215	\$	9,240.00
Jobs For Ohio Graduates	Client Training	22411603-5348	\$	11,046.69
State of Ohio Treasurer	Audit	10011102-530130101	\$	6,603.17
Office City	Hayes-Furniture	40411412-545054015	\$	7,858.64

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

RESOLUTION NO. 02-926

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR
CONSIDERATION OF A DITCH PETITION FILED BY CECIL ROBINSON AND OTHERS:

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

WHEREAS, on this 10th day of July, 2002, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Cecil Robinson and other petitioners, to:

 Generally improve both surface and subsurface drainage in the Jones-Timms # 516 watershed.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **10th day of September, 2002, at 10:00 AM** commencing near the Martin Marietta Facility, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **23rd day of September, 2002, at 7:00 P.M.** at the Office of the Board of County Commissioners, Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 02-927

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE
COMMISSIONERS FOR THE ZIMMERMAN DITCH PROJECT:

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

Whereas the Board of Commissioners of Delaware County on August 7, 2000, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Zimmerman Ditch project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas on July 10, 2002, the Delaware County Engineer notified the Commissioners that the plans, reports, and schedules for the construction of the Zimmerman Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **26th day of August, 2002, at 7:30 PM** at the Commissioners Hearing Room as the time and place of the final hearing by the commissioners on the report of the County Engineer.

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

RESOLUTION NO. 02-928

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING TO ADDRESS THE
DELAWARE RUN DITCH PETITION FILED BY RONALD RHOADES AND OTHERS:

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

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Whereas on May 20, 1996, the Delaware County Commissioners (Roy Jackson, Don Wuertz, and Merlin Sheets) passed a resolution to accept the recommendation of the Delaware County Engineer and proceed to the next step with the Delaware Run Ditch Petition as filed by Mr. Ronald Rhoades and others.

Whereas the issues with this petition have been resolved, and

Whereas the Delaware County Prosecutor has suggested that since so much time has passed it would be wise to hold another public hearing to share all the information once again with the members of the watershed and the general public.

Whereas the Delaware County Commissioners will be reviewing the site on **July 29, 2002, at 9:00 AM.**

Therefore Be It Resolved, the **19th day of August 2002, at 7:00 PM** at the Hayes Services Building, Room G 35, be and the same is hereby fixed as the time and place for the Public Hearing.

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

RESOLUTION NO. 02-929

IN THE MATTER OF SETTING TIME AND DATE FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE A PORTION OF AN ALLEY, THE SOUTH END OF MAIN STREET IN RADNOR:

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

Whereas on July 11, 2002, the Delaware County Commissioners received a request filed by Suzanne Davis requesting to vacate the alley in front of Lots 1 & 2 at the south end of Main Street in the Village of Radnor which lies in front of the Suzanne Davis property end ends at the beginning of Lot 1.

Therefore be it Resolved, the Delaware County Commissioners will on **Monday, August 5, 2002 at 1:30 PM** view the proposed vacation.

Further Be It Resolved, on **August 26, 2002, at 7:00 PM** a Public Hearing will be held to consider said vacation

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

RESOLUTION NO. 02-930

IN THE MATTER OF FORWARDING A NEW LIQUOR LICENSE REQUEST FROM HUNAN J RESTAURANT INC DBA HUNAN J CORP TO THE OHIO DIVISION OF LIQUOR CONTROL WITH A REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that that Hunan J Restaurant Inc DBA Hunan J Corp. Has requested a new D5 permit located at 8935 S. Old State Rd. Orange Twp, Lewis Center, Ohio 43035 and

Whereas, the Orange Township Trustees have requested a hearing, the Delaware County Sheriff has responded--no known reason for a hearing to be requested;

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that an objection was made and a hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 02-931

IN THE MATTER OF APPROVING THE APPOINTMENT TO THE REVOLVING LOAN COMMITTEE FOR THE DELAWARE COUNTY RLF PROGRAM:

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

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

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

WHEREAS, the Revolving Loan Committee has the responsibility of reviewing RLF applications and making

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recommendations regarding same to the Board of Commissioners; and

WHEREAS, a need exists to appoint a new member to the Delaware County RLF Loan Review Committee from Delaware County Bank.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners does hereby appoint Craig Watts representing the Delaware County Bank to the Loan Review Committee for the Delaware County RLF Program.

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

RESOLUTION NO. 02-932

IN THE MATTER OF APPROVING A PETITION FROM THE VILLAGE OF ASHLEY TO CHANGE THE BOUNDARY LINES OF OXFORD TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO THE VILLAGE OF ASHLEY (3,914 ACRES) RESOLUTION 02-105 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE VILLAGE OF ASHLEY:

It was moved by Mrs. Martin, seconded by Mr. Ward that pursuant to a petition from the Village of Ashley, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Oxford Township annexed to the Village of Ashley by their Ordinance No. 2002-09 be hereby changed to be coterminous with the corporate boundaries of the Village of Ashley.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer’s Map Department along with description and map.

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

RESOLUTION NO. 02-933

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO ANDREW METZ UPON EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Andrew Metz has been a member of Boy Scout Troop # 428; and

WHEREAS, Andrew Metz has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Andrew Metz on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Andrew Metz on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, and

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

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

RESOLUTION NO. 02 -934

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Services Department is requesting that Murray Smith and Chris Curtin attend an EMS Technology Conference in Austin, Texas August 9-11, 2002, at the cost of \$2,310.00.

The Emergency Management Agency is requesting that Steve Savon and Jon Melvin attend “The Complete Course on Building Security” in Columbus, Ohio September 12 & 13, 2002, at the cost of \$939.00.

The Environmental Services Department is requesting that Fred Fowler attend a state wide conference on Floodplain Management in Ohio in Columbus, Ohio August 28 and 29, 2002, at the cost of \$145.00.

The Victim’s Assistance Department is requesting that Tracy Bowen attend a Victim Assistance Training Course in Columbus, Ohio August 9-11, 2002, at the cost of \$170.00.

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The Engineering Department is requesting that Brett Bergefurd attend an Introduction to ARCGIS Class in the Delaware County Training Facility, August 21 & 22, 2002, at the cost of \$100.00.

The Environmental Services Department is requesting that Jason Watts attend an Intro to ARCGIS Class in the Delaware County Training Facility, August 21 & 22, 2002, at the cost of \$100.00.

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

RESOLUTION NO. 02-935

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Rose Powers \$650.00

Rachael Anne Hager \$1,492.00

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

RESOLUTION NO. 02-936

IN THE MATTER OF APPROVING PLATS SCIOTO RESERVE SECTION 3-PHASE 5 AND
SCIOTO RESERVE SECTION 4-PHASE 5:

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

Scioto Reserve Section 3-Phase 5

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, And Lying In Farm Lot 31, Section 2, Township 3 North, Range 19 West, United States Military Lands, Containing 13.341 Acres In Farm Lot 31, And Being 13.341 Acres, More Or Less, Including 2.802 Acres Of Right-Of-Way, And Being Comprised Of 8.459 Acres Out Of The 121.670 Acre Tract And 4.912 Acres Out Of The 81.658 Acre Tract Conveyed To Triangle Properties, Inc., By Deeds Of Record In Deed Book 663, Page 648, And Pages 653, 656, And 659 Respectively, All Records Of The Record’s Office, Delaware County, Ohio. Cost \$141.00.

Scioto Reserve Section 4-Phase 5

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Section 2, Township 3, Range 19 West, United States Military Lands Containing 8.918 Acres, More Or Less, Of Which 0.796 Acres Lies Within Farm Lot 28, 8.122 Acres Lies Within Farm Lot 29, And Includes 1.502 Acres Of Right-Of-Way Being Out Of The 221.136 Acre Tract Conveyed To Home Road Ltd. In Deed Volume 672 At Page 284 Of Record In The Office Of The Delaware County Recorder. Cost \$66.00.

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

RESOLUTION NO. 02-937

IN THE MATTER OF ACCEPTING ROADS IN SHERBROOK PHASE 6, SHERBROOK PHASE 7
AND SHERBROOK PHASE 8:

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

Sherbrook Phase 6

The roadways to be accepted are as follows:

- An extension of 0.22 mile to **Township Road Number 539, Hilmar Drive**
- An extension of 0.17 mile to **Township Road Number 933, Sanders Way**
- **Grisham Street**, to be known as **Township Road Number 1259**
- **Keats Place**, to be known as **Township Road Number 1260**

Sherbrook Phase 7

The roadways to be accepted are as follows:

- An extension of 0.04 mile to **Township Road Number 1259, Grisham Street**
- **Andrews Drive West**, to be known as **Township Road Number 1261**

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- Andrews Drive East, to be known as Township Road Number 1262
- Clancy Way, to be known as Township Road Number 1263
- Kellerman Drive, to be known as Township Road Number 1264

Sherbrook Phase 8

The roadways to be accepted are as follows:

- An extension of 0.14 mile to Township Road Number 539, Hilmar Drive
- Hemingway Place, to be known as Township Road Number 1265

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

RESOLUTION NO. 02-938

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SHERBROOK PHASE 6, SHERBROOK PHASE 7 AND SHERBROOK PHASE 8:

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

Stop Conditions -Sherbrook Phase 6

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 933, Sanders Way, at its intersection with Township Road Number 539, Hilmar Drive
- On Township Road Number 1259, Grisham Street, at its north and south intersection with Township Road Number 539, Hilmar Drive
- On Township Road Number 1260, Keats Place, at its intersection with Township Road Number 539, Hilmar Drive

Stop Conditions -Sherbrook Phase 7

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1259, Grisham Street, at its intersection with Township Road Number 1261, Andrews Drive West
- On Township Road Number 1264, Clancy Way, at its north and south intersection with Township Road Number 1262, Andrews Drive East
- On Township Road Number 1264, Kellerman Drive, at its intersection with Township Road Number 1263, Andrews Drive East

Stop Conditions -Sherbrook Phase 8

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 539, Hilmar Drive, at its intersection with County Road Number 108, Tussic Street
- On Township Road Number 1265, Hemingway Place, at its intersection with Township Road Number 539, Hilmar Drive

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

RESOLUTION NO. 02-939

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR SCIOTO RESERVE SECTION 3, PHASE 5:

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

Scioto Reserve Section 3, Phase 5

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 \$687,716 and two Letters of Credit totaling that amount are attached to cover the bonding of this project.

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

RESOLUTION NO. 02 -940

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
U02102	Ameritech	Freeman Road	Bore under road

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

RESOLUTION NO. 02-941

IN THE MATTER OF APPROVING THE CONTRACT MODIFICATION WITH SHELLY COMPANY, INC FOR THE 2002 ROAD IMPROVEMENT PROGRAM:

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

Subject: Contract Modification #1
2002 Road Improvement Program

The Engineering Department respectfully request a contract modification increase to the original contract for this project in the amount of \$351,499.93. The following is a summary and explanation for this modification request:

Original Contract Amount:	\$ 1,902,653.02
Requested Increase/(Decrease)	\$ 351,499.93
Revised Contract Total	\$ 2,254,152.95

This requested change is a result of additional improvements involved with the 2002 Road Improvement Program. The unit cost and extended prices are shown in detail on the attached summary worksheets. The Engineering office has reviewed the summary worksheets for Big Walnut and Maxtown Road and agreed upon the contractor’s request and feel it is a fair and justifiable request for the additional work not originally included on the contract.

Contract Modification #1
2002 Road Improvement Program

MODIFICATION AGREEMENT made and entered into this 22nd day of July, 2002, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **THE SHELLY COMPANY, INC.**, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated **APRIL 15, 2002**, by and between the **DELAWARE COUNTY COMMISSIONERS** and **THE SHELLY COMPANY, INC.**

That said **FIRST AND SECOND PARTY**, hereby agrees to increase the original Contract amount of **\$1,902,653.02** by **\$351,499.93** for additional resurfacing improvements as deemed necessary and agreed to by the Delaware County Engineer. The revised contract amount is, therefore, increased to a **TOTAL** of **TWO MILLION, TWO HUNDRED FIFTY FOUR THOUSAND, ONE HUNDRED FIFTY TWO DOLLARS AND NINETY FIVE CENTS, (\$2,254,152.95)** to be paid as specified in the terms of the original agreement.

Said contractor further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer's Office.

The contractor hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under their foregoing policies of insurance.

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

RESOLUTION NO. 02-942

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS HEATHER TRUMAN, TARRI JONES, AMY SIEVERS AND VONDA EDMONDS:

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

Child Care		Basic Rates Per Hour	Adjustment to Basic Rates
Heather Truman	Infant	\$ 2.75	None

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1416 Church Street Lewis Center, Ohio 43035	Toddler Preschool Schoolage	\$ 2.75 \$ 2.50 \$ 2.50	
Tarri Jones 22 Euclid Ave. Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50	None
Amy Sievers 6229 First Street Lewis Center, Ohio 43035	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50	None
Vonda Edmonds 50 Oak Street Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50	None

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

RESOLUTION NO. 02-943

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR
ARROWHEAD PUMP STATION AND FORCE MAIN:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plan for Arrowhead Pump Station And Force Main submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-944

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR
NORTH ORANGE SECTION 2, PHASE 2; GOLF VILLAGE SECTION 1-PHASE B AND
TRADITIONS AT HIGHLAND LAKES PHASE 1:

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

North Orange Section 2, Phase 2

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 22nd Day of July 2002, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the NORTH ORANGE SECTION 2, PHASE 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$159,300.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$ (to be determined later) for each single family residential connection, for 54 equivalent single family residential connections. (Prepaid fees to be subtracted from credits). 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 (\$262,453.00) 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.

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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 \$13,125.00, 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.

Golf Village Section 1-Phase B

SUBDIVIDER'S AGREEMENT

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

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 22nd day of July 2002, by and between Seldom Seen Road Associates, LLC., SUBDIVIDER, as evidenced by the Golf Village Section 1-Phase B Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$132,750.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 45 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 (\$119,749.10) 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 \$84,00.00, 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

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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.

Traditions At Highland Lakes Phase 1

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 22nd day of July 2002, by and between Centex Homes SUBDIVIDER, as evidenced by the Traditions At Highland Lakes Phase 1 sanitary sewer improvements 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 (\$165,885.40) 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 \$11,600.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as 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

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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 Nay

RESOLUTION NO. 02-945

IN THE MATTER OF APPROVING A BID OPENING DATE FOR THE PURCHASE OF
DELAWARE COUNTY EMERGENCY MEDICAL SERVICE VEHICLES:

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

WHEREAS, Medic units within the Delaware County Emergency Medical Service are increasing in age and mileage, and;

WHEREAS, Medic Station 9 will be activated later this year and an additional medic unit will be required for operations from this station, and;

WHEREAS, bid specifications for new Medic units have been designed;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a time and date of 10:30 a.m., 19 August 2002, for the opening of bid proposals for the purchase of new Emergency Medical Service medic units.

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. 02-946

IN THE MATTER OF AMENDING AN ECONOMIC DEVELOPMENT LOAN AGREEMENT
AUTHORIZING THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC

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DEVELOPMENT FUNDS FOR THE CARL STOVER/CAMPUS COMMODITIES, INC.
ACQUISITION PROJECT:

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

WHEREAS, Delaware County has established a REVOLVING LOAN FUND (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the Delaware County Commissioners, via Resolution 99-76, did authorize execution of a Grant Agreement (grant number B-E-97-020-3) and legally binding documents for the Carl Stover/Campus Commodities Economic Development Acquisition Project resulting in authorization of a loan in the amount of \$230,000, consisting of \$125,000 from the Delaware County Revolving Loan Fund (RLF) and \$105,000 provided though grant number B-E-97-020-3, and authorizing disbursement of these funds through the County’s Revolving Loan Fund (RLF) via the execution of an economic development loan agreement and legally binding documents with Carl Stover; and

WHEREAS, subsequently, the Company has not repaid this Economic Development Loan as prescribed in said economic development loan agreement and legally binding documents; and

WHEREAS, as a result of the Company not meeting the repayment commitments stipulated in the grant agreement, the loan agreement and the legally binding documents for this Acquisition Project, Delaware County is seeking restructuring of this Economic Development Loan and accelerated repayment from Carl Stover of the funds provided through the County RLF.

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

SECTION I. That the Delaware County Board of Commissioners hereby approves amending the loan agreement, and legally binding documents, on file in the offices of the Delaware County Economic Development Department, pertaining to this project, so that outstanding principal in the amount of \$125,000 shall be paid to the County, by Carl Stover as follows:

<u>Payment #</u>	<u>Payment Due Date</u>	<u>Payment Amount</u>
1	August 1, 2002	\$30,000
2	October 15, 2002	<u>\$95,000</u>
TOTAL		\$125,000

Until the repayment of both Payments #1 and #2, the County shall maintain a second security position as evidenced by the existing second mortgage for this project on file in the offices of the Delaware County Economic Development Department. During this time, Carl Stover shall remain the obligor on mortgages and on the property. All corporate and personal guarantees committed to by Carl Stover, and all other obligations stated in the loan agreement and legally binding documents, shall remain in effect and continue unchanged. Failure by the Carl Stover to adhere to said accelerated repayment schedule may result in immediate action by Delaware County consistent with and in protection of the County’s security position under the legally binding documents for this loan.

SECTION II. Upon receipt of both Payments #1 and #2, the Delaware County Economic Development Director is directed to issue a letter releasing Carl Stover of all obligations associated with this Economic Development Loan.

SECTION III. The Delaware County Economic Development Director shall forward a copy of the Amendment Agreement and the Resolution authorizing the approval of this Amendment Agreement to the Office of Housing and Community Partnerships, Ohio Department of Development, upon execution. The validity of said Amendment Agreement shall be subject to acceptance by the Office of Housing and Community Partnerships, Ohio Department of Development.

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

RESOLUTION NO. 02-947

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

**IN THE MATTER OF AMENDING AN ECONOMIC DEVELOPMENT LOAN AGREEMENT
AUTHORIZING THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC
DEVELOPMENT FUNDS FOR THE ADVANCED PRODUCTION CENTER, INC. EXPANSION
PROJECT:**

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

WHEREAS, Delaware County has established a REVOLVING LOAN FUND (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the Delaware County Commissioners, via Resolution 97-812, did apply for a State of Ohio Small Cities CDBG Program grant, which was awarded as grant number B-E-97-020-2, and did authorize disbursement of \$53,200 of these grant funds through the County’s Revolving Loan Fund (RLF) via the execution of an economic development loan agreement and legally binding documents with Eva C. Amann, Member, ECA Properties, Ltd., and Paul Amann, President, Advanced Production Center, Ltd. for the Advanced Production Center (APC), Inc. Expansion Project; and

WHEREAS, the Delaware County Commissioners, via Resolution 97-1023, did authorize execution of a Grant Agreement for the APC Economic Development Project resulting in authorization of a loan in the amount of \$84,250, consisting of \$31,050 from the Delaware County Revolving Loan Fund (RLF) and \$53,200 in funds provided though grant number B-E-97-020-2, authorizing disbursement of these funds through the County’s Revolving Loan Fund (RLF) via the execution of an economic development loan agreement and legally binding documents with Eva C. Amann, Member, ECA Properties, Ltd., and Paul Amann, President, Advanced Production Center, Ltd. for the Advanced Production Center (APC), Inc. Expansion Project; and

WHEREAS, it is stated in the CDBG Grant Agreement between the State of Ohio Department of Development and Delaware County that, as a condition of awarding Grant Number B-E-97-020-2 to the County, Advanced Production Center, Inc. (the Company) was required to create 9 new, full-time equivalent (FTE) permanent job opportunities, with a certain number of said jobs being made available to low-moderate income individuals and minority persons, within 24 months of the completion of the Expansion Project; and

WHEREAS, Advanced Production Center, Inc. (the Company) was unable to meet said job creation commitment; and

WHEREAS, as a result of the Company not meeting the job creation commitments stipulated in the grant agreement, the loan agreement and the legally binding documents for the Expansion Project, the State of Ohio Department of Development has requested repayment by Delaware County of Grant Number B-E-97-020-2, and the County is seeking accelerated repayment from the Company to reimburse the County’s repayment of said grant to the State of Ohio and of the funds provided through the County RLF.

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

- SECTION I.

That the Delaware County Board of Commissioners hereby approves amending the loan agreement, and legally binding documents, on file in the offices of the Delaware County Economic Development Department, pertaining to this project, so that the outstanding principal balance of \$62,391.68 remaining on the economic development loan shall be paid off in full, by Eva C. Amann, Member, ECA Properties, Ltd., and Paul Amann, President, Advanced Production Center, Ltd. over a 36 month term, with monthly payments of principal only in the amount of \$1,733.10 due on the 1st day of each month beginning on August 1, 2002, and a final payment due July 1, 2005 in the amount of \$1,733.18; the County shall maintain a second security position as evidenced by the existing second mortgage for this project on file in the offices of the Delaware County Economic Development Department.
- SECTION II.

That Eva C. Amann, Member, ECA Properties, Ltd., and Paul Amann, President, Advanced Production Center, Ltd. shall remain intact as the owner of the property at the project site and remain the obligor on mortgages and on the property. All corporate and personal guarantees, including those of Eva C. Amann, Member, ECA Properties, Ltd., and Paul Amann, President, Advanced Production Center, Ltd., and Paul Amann, individually, and all other obligations stated in the loan agreement and legally binding documents, excluding job creation commitments, shall remain in effect and continue unchanged for the remainder of the term of this economic development loan, as hereby amended. Failure by the Company to adhere to said accelerated repayment schedule may result in immediate action by Delaware County consistent with and in protection of the County’s security position under the legally binding documents for this loan.
- SECTION III.

The Delaware County Economic Development Director shall forward a copy of this

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Amendment Agreement and the Resolution authorizing the approval of this Agreement to the Office of Housing and Community Partnerships, Ohio Department of Development, upon execution.

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

RESOLUTION NO. 02-948

AUTHORIZING TERMINATION OF AN ENTERPRISE ZONE AGREEMENT WITH
SUBMITORDER, INC. AND RELATIONAL FUNDING CORPORATION (RFC):

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

WHEREAS, the Delaware County Board of Commissioners, Orange Township, and SubmitOrder.com, Inc. did enter into an Enterprise Zone Agreement dated February 22, 2000, in conjunction with a PROJECT to be undertaken to invest in new equipment and furniture & fixtures personal property and in leasehold improvements at the PROJECT site in Orange Township located at 7991 Columbus Pike, Lewis Center, Ohio; and

WHEREAS, said Enterprise Zone Agreement was subsequently assigned from SubmitOrder.com, Inc. to SubmitOrder, Inc. on July 9, 2001, and was amended on December 28, 2000, in order to add Relational Funding Corporation (RFC) as an additional PROJECT participant in the Enterprise Zone Agreement; and

WHEREAS, on May 20, 2002, Delaware County was notified that, effective July 15, 2002, SubmitOrder, Inc. would permanently close its facility and cease operations at the PROJECT site; and

WHEREAS, maintaining operations and achieving established investment levels in new equipment and furniture & fixtures, and creating new jobs and payroll, and retaining existing jobs and payroll, at the PROJECT site are primary elements of compliance within the aforementioned Enterprise Zone Agreement, and Assignment and Amendment Agreements; and

WHEREAS, closing the facilities and not meeting new job and payroll creation, and existing job and payroll retention requirements at the Project site constitutes material failure on the part of SubmitOrder, Inc. to fulfill its obligations under the Enterprise Zone Agreement, and the Assignment and Amendment Agreement; and

WHEREAS, the original Enterprise Zone Agreement and as amended for the referenced PROJECT, as stated in Section 12 of the Enterprise Zone Agreement, Section 2 of the Assignment Agreement, and Section 9 of the Amendment Agreement, that if SubmitOrder, Inc. fails to fulfill its obligations under said Enterprise Zone Agreements, Delaware County and Orange Township may terminate or modify exemptions from taxation granted under said Agreements, and may require SubmitOrder, Inc. to repay the amount of taxes that would have been payable had the property subject to said Agreements not been exempted from taxation.

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

- 1. Effective as of the date of passage of this Resolution, all existing tax exemptions granted to SubmitOrder, Inc. and Relational Funding Corporation, for new investment in personal property equipment and furniture & fixtures as established in the Enterprise Zone Agreement dated February 22, 2000, and as subsequently amended, for the PROJECT located at 7991 Columbus Pike, Lewis Center, Ohio, shall be terminated.
- 2. SubmitOrder, Inc. is hereby required to repay the amount of personal property taxes that would have been payable had the property not been exempted from taxation under this Agreement, and as assigned amended. This amount shall be payable no later than December 31, 2002.
- 3. The Delaware County Director of Economic Development is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, the Olentangy Local School District and the Delaware Joint Vocational School of this action.
- 4. That this Resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 02-949

AUTHORIZING THE ASSIGNMENT OF AN ENTERPRISE ZONE AGREEMENT FROM
NORTHBROOKE AC/LLC AND PIZZUTI PROPERTIES LLC TO UNITED STATES INDUSTRIAL
REIT:

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

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

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

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

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

WHEREAS, on December 10, 2001, the Orange Township Board of Trustees passed Resolution 01-297, and on December 17, 2001, the Delaware County Board of Commissioners passed Resolution 01-1489, authorizing the amendment of said Enterprise Zone agreement with Accel, Inc. to add The Pizzuti Companies, consisting of Northbrook/AC LLC, and Pizzuti Properties, as additional Project participants, with Northbrook AC LLC being the owner of the PROJECT real estate; and

WHEREAS, it is now understood by all parties of the original Enterprise Zone Agreement, and as amended, that The Pizzuti Companies desire to sell the PROJECT real estate located at the PROJECT site (8133 Highfield Drive) to US Industrial REIT (USIR), a Texas Real Estate Investment Trust; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners, Delaware County, State of Ohio, that the Enterprise Zone Agreement for the Accel, Inc. PROJECT, originally dated September 11, 2000, and as amended on December 17, 2001, is hereby assigned as follows:

1. The duties, benefits, obligations, liabilities and commitments provided for Northbrooke AC/LLC and Pizzuti Properties LLC in the Enterprise Zone Agreement, dated September 11, 2000, and as amended on December 17, 2001, are hereby assigned to and assumed by USIR, as an additional PROJECT participant. USIR is hereafter entitled to all such benefits and does hereby agree to assume and perform all duties, obligations, liabilities and commitments previously provided for Northbrooke AC/LLC and Pizzuti Properties LLC. All duties, benefits, obligations, liabilities and commitments provided for Accel, Inc. shall continue to remain with Accel, Inc. Northbrooke AC/LLC and Pizzuti Properties LLC shall remain jointly and severally liable for their obligations and commitments under the Enterprise Zone Agreement dated September 11, 2000, and as amended on December 17, 2001.
2. Accel, Inc. shall be responsible for all duties, benefits, obligations, liabilities and commitments stated in the Enterprise Zone Agreement dated September 11, 2000, and as amended on December 17, 2001. USIR shall be responsible for the duties, benefits, obligations, liabilities and commitments provided for Northbrooke AC/LLC and Pizzuti Properties LLC in the Enterprise Zone Agreement dated September 11, 2000, and as amended December 17, 2001. If Accel, Inc. or USIR materially fail to fulfill their duties, obligations, and commitments under this agreement, or if Delaware County determines that the certification as to delinquent taxes required by this agreement is fraudulent, Delaware County and Orange Township may terminate or modify the exemptions from taxation granted all parties under this agreement, and may require the repayment, from Accel, Inc. or USIR or Northbrooke AC/LLC or Pizzuti Properties LLC, of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
3. Delaware County shall grant the real property tax exemption called for under the Agreement for the referenced PROJECT in recognition of this assignment and the terms and conditions established therein.
4. The Delaware County Director of Economic Development is directed to formally notify the Olentangy Local School District, the Delaware Joint Vocational School, the Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation in writing of this amendment.
5. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 02 -950

IN THE MATTER OF APPROVING THE AMENDMENT TO THE DELAWARE COUNTY
REVOLVING LOAN FUND GUIDELINES:

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

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

WHEREAS, the County has adopted guidelines to govern the proper use of its RLF funds, and has determined it necessary to adopt an amendment to the same.

WHEREAS, the RLF Loan Review Committees shall be comprised of representatives of at least one (1) from County Government, at least three (3) from the Business Community or a Chamber of Commerce, at least two (2) from local financial institutions, one (1) member representing the municipality or township in which the proposed RLF project is to be located, and one (1) member representing an organization/entity serving the County’s LMI population.

NOW THEREFORE BE IT RESOLVED, that Delaware County Board of Commissioners does hereby approve the following amendment to its Revolving Loan Fund guidelines.

- Section 1: The RLF Guidelines are hereby re-adopted and are on file in the Delaware county Economic Development Department.
- Section 2: Each RLF Loan Review Committee (LRC) shall be comprised of representatives from the following organizations or groups (each LRC shall have a representative from the Delaware County Bank, to fill one of the two local financial institution seats, as long as the Bank remains a Delaware County/locally owned financial institution as determined by the Board of County Commissioners):

Area I -Loan Review Committee Membership (Projects located in Delaware City and Buckeye Valley School Districts):

- 1. David Cannon, County Administrator
- 2. Charlotte Joseph, Delaware Area Chamber of Commerce Director
- 3. Marsh Townley, Business Representative
- 4. Tim McNamara, Business Representative
- 5. Barb Walters, National City Bank
- 6. Craig Watts, Delaware County Bank
- 7. Dean Stelzer, City of Delaware (for projects located in the City of Delaware – outside the City, a representative shall be named by the local municipality or township where the Project is to be located)
- 8. Guy Naples, Low-Moderate Income population representative

Area II -Loan Review Committee Membership (Projects located in Olentangy Local School District):

- 1. David Cannon, County Administrator
- 2. Local Chamber of Commerce Representative
- 3. Marsh Townley, Business Representative
- 4. Tim McNamara, Business Representative
- 5. Barb Walters, National City Bank
- 6. Craig Watts, Delaware County Bank
- 7. The local municipality or township where the Project is to be located shall name a representative.
- 8. Guy Naples, Low-Moderate Income population representative

Area III -Loan Review Committee Membership (Projects located in Big Walnut Local School District):

- 1. David Cannon, County Administrator
- 2. Local Chamber of Commerce Representative
- 3. Marsh Townley, Business Representative
- 4. Tim McNamara, Business Representative
- 5. Barb Walters, National City Bank
- 6. Craig Watts, Delaware County Bank
- 7. The local municipality or township where the Project is to be located shall name a representative.
- 8. Guy Naples, Low-Moderate Income population representative

Area IV -Loan Review Committee Membership (Projects located in Shawnee Hills and or Dublin City School District):

- 1. David Cannon, County Administrator
- 2. Local Chamber of Commerce Representative
- 3. Marsh Townley, Business Representative
- 4. Tim McNamara, Business Representative
- 5. Barb Walters, National City Bank
- 6. Craig Watts, Delaware County Bank

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- 7. The local municipality or township where the Project is to be located shall name a representative.
- 8. Guy Naples, Low-Moderate Income population representative

Section 3: Upon passage of this resolution, the RLF guidelines shall be forwarded to the Ohio Department of Development.

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

RESOLUTION NO. 02-951

IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS CONCURRING WITH THE CITY OF DELAWARE ON THE SELECTION OF COLUMBUS ASPHALT PAVING, INC. FOR STREET IMPROVEMENTS ASSOCIATED WITH FY 2001 CDBG FORMULA GRANT PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to concur with 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, funding, in the amount of \$25,000 has been provided to Delaware County through the FY01 CDBG Formula Program, and

WHEREAS, the City of Delaware Street Improvement Project was bid out and bids were received on March 26, 2002; and

WHEREAS, after the City of Delaware reviewed the bids received, and the bid submitted by Columbus Asphalt Paving, Inc. has been determined to be the lowest and best bid.

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 Board of Commissioners concurs with City of Delaware in awarding the bid to Columbus Asphalt Paving, Inc., for Street Improvements as approved in the amended FY01 CDBG Formula Grant Program for Delaware County.

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

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

RESOLUTION NO. 02-952

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND A TRANSFER OF APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
40811417 - 540 Roadway Development - Equip	40811415 - 540 Roadway Development - Equip	\$ 6,000.00
10011102 - 590 General Fund/Contingency	10011102 – 580-4601 General Fund - Transfers	\$ 32,000.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
10011102 - 580 General Fund - Transfers	21011115 – 460-5801 Economic Development	\$ 32,000.00

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

RESOLUTION NO. 02-953

IN THE MATTER OF APPROVING CHANGE ORDER FOR BID PACKAGE 23 (SELLERS ELECTRIC CO. INC.) FOR THE NEW SERVICES BUILDING:

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

Sellers Electric Co. Inc

Original Contract	\$ 596,300.00
Previous Change Orders	\$ 67,553.32
Change Order #8 (Decrease) BP 23	(\$ 49,372.51)
Revised Contract Amount	\$ 614,480.81

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

RESOLUTION NO. 02-954

IN THE MATTER OF APPROVING THE APPLICATION FOR THE LOCAL LAW ENFORCEMENT BLOCK GRANT:

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

Whereas, The Delaware County Sheriff’s Office has qualified as a disparate jurisdiction by the Attorney General of the State of Ohio, and

Whereas, the Delaware County Sheriff’s Office has applied as a disparate jurisdiction for a Local Law Enforcement Block Grant through the Bureau of Justice Assistance to provide additional funding for the Delaware County Sheriff

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio, that the Board of County Commissioners approves of the grant application for Local Law Enforcement Block Grant in the amount of \$6,141.00 with a Delaware County Match of \$682.00.

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

RESOLUTION NO. 02-955

IN THE MATTER OF AMENDING RESOLUTION NO. 02-862 ESTABLISHING GENERAL ORDERS FOR THE HEARING OF ANNEXATION PETITIONS:

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

Whereas, Amended Substitute Senate Bill 5 (Senate Bill 5) of the 124th General Assembly has been passed by the General Assembly and signed by the Governor, and

Whereas, it is appropriate for the County to establish Guidelines and Procedures regarding the processing of annexation petitions that are consistent with the provisions of Senate Bill 5, and

Whereas, these procedures will help to insure compliance with the law and appropriate public involvement with the annexation process:

Therefore be it Resolved by the Board of Commissioners of Delaware County:

Section 1.0 Filing of Annexation Petition

A complete petition for annexation pursuant to Section 709.02 of the Ohio Revised Code shall be filed by the agent for the petitioners with the Clerk of the Board of Commissioners, or in the absence of the Clerk, with Assistant Clerk, or in the absence of both, with the County Administrator, in the office of the Delaware County Commissioners. The original and seven copies of the petition shall be provided. For the purposes of this Resolution, Clerk of the Board of Commissioners, or in the absence of the Clerk, the Assistant Clerk, or in the absence of both, the County Administrator, are hereby designated to receive all filings related to any and all annexations. The Clerk of the Board of Commissioners, or in the absence of the Clerk, the Assistant Clerk, or in the absence of both, the County Administrator, shall time stamp each document and return one copy to the agent for the petitioners.

A complete petition must include:

The type of annexation and the section of ORC pertaining shall be clearly stated with the plat and description

If the petition is an Expedited II annexation to be considered under ORC Sections 709.021 and 709.023 the following is required.

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1. The total length of contiguity with the Boundary of the municipality named in the petition.
2. The total length of the perimeter of the territory to be annexed.
3. The Calculated total percentage of perimeter contiguity with the municipality.
4. A statement of fact that no island of unincorporated area is being created by this annexation.

A Statement of the number of owners of real estate in the territory sought to be annexed
The name and address of the Agent for the Petitioner.

A full description and accurate map of the territory sought to be annexed as defined below:

1. A full description shall mean one by Metes and Bounds.
2. An accurate map shall mean one drawn to readable scale and containing as a minimum the following information.
 - A. The map should show all the information on one sheet.
 - B. Lengths and bearings of the boundary of the territory, which may be taken from existing county records, except where courses do not follow property lines or other established features, in which event such lengths and bearings shall be provided by actual survey.
 - C. All public roads
 - D. All abutting municipal corporation limits including ordinance number, recording reference (Plat Book and Page or Cabinet and Slide), and the recording data.
 - E. All Section or quarter section lines
 - F. Names for all allotments within the territory with plat book and page as recorded in the County record of plats.
 - G. On Platted property – the lot numbers
 - H. Legend shall contain
 - a. Formal Identification of territory: “Map of territory to be annexed to City (or Village of _____)”
 - b. Popular identification of territory from some distinguishing territorial feature, for example, an existing subdivision
 - c. Total acreage in territory
 - d. Length of County roads in territory
 - e. Length of Township roads in territory
 - f. North arrow
 - g. Scale Map
 - h. Date and name of surveyor with certification

A complete petition must include a letter from the Delaware County Engineer stating the petition, description, and map or plat has been reviewed by the Engineer’s Office and meets their approval. The petition must comply with ORC 709.02.

Section 1.1 Form of Annexation Petition

The petition, when filed, shall be in the form and comply with the provisions of ORC 709.02. Failure to file a complete petition in any respect shall be fatal to the petition and be cause for its dismissal.

Section 1.2 Filing Fee

At the time of filing, the agent for the petitioners shall pay a fee as established in Resolution No. 02-860.

Section 2.0 All Subsequent Filings

Any notice, request, or document associated with, or required to be filed with the Board that relates to an annexation shall have filed an original and seven copies with the Clerk of the Board of Commissioners, or in the absence of the Clerk, with the Assistant Clerk, or in the absence of both, with the County Administrator, in the office of the Delaware County Commissioners, who shall, upon receipt, time stamp all copies and return one copy to the filing entity.

Section 3.0 Notice of Publication

For the purpose of the notice required to be published by the agent pursuant to ORC 709.03(B)(3), the following newspaper is determined to be the newspaper of general circulation in this county: The Delaware Gazette.

Section 3.1 Public Comment

Public Comment regarding a petition for annexation will be accepted by the Board during the session of the Board when the petition appears on the agenda as an item of business. The Board president shall

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have the discretion to limit comment to that which is relevant and non-repetitive.

Section 4.0 Review of Petitions Filed Pursuant to Section 709.021 of the Ohio Revised Code

A petition filed pursuant to ORC 709.02, seeking annexation under one of the special procedures provided for in ORC 709.022, 709.023 or 709.024, shall be reviewed by the Board to determine whether the contents of the petition meet the statutory requirements of Divisions (C), (D), and (E) of ORC 709.02 and any other particular statutory requirements specific to the section under which it was filed. Failure to meet a requirement shall be fatal to the petition, and the Board shall pass a resolution specifically identifying the deficiency and dismissing the petition. A petition dismissed by the Board may be re-filed at any time upon the correction of the deficiency.

Section 5.0 Annexation Hearing

A hearing before the Board shall be held pursuant to ORC 709.024(E) or 709.03. The hearing shall be public. The hearing shall commence upon the time and date established by the Board; however, it may be continued until its completion at the discretion of the Board.

Section 5.1 Personal Testimony

Any person providing testimony to the Board shall first be sworn.

Section 5.2 Affidavit Testimony

Affidavit testimony will be accepted by the Board, but only if the filing of the affidavit has complied with ORC 709.032(C).

Section 5.3 Rights Conferred by Statute

Ohio law provides certain persons with various opportunities to request that certain actions be taken with regard to an annexation petition or hearing. These requests shall be made in writing and filed in the Commissioners' Office with the Clerk of the Board of Commissioners, in the absence of the Clerk, with Assistant Clerk, or in the absence of both, with the County Administrator. The Commissioners' Office may provide a form upon which these requests must be submitted. These requests include:

- Withdrawal of signature, pursuant to ORC 709.03(C)
- Amendment of the petition, pursuant to ORC 709.031(B)
- Challenge of proof of authority to sign, pursuant to ORC 709.032(C)
- Request for the issue of subpoena, pursuant to ORC 709.032(B)
- Request for official court reporter, pursuant to ORC 709.032(B)
- Request for hearing transcript, pursuant to ORC 709.032(B)

Section 5.4 Record of Hearing

Unless otherwise requested pursuant to ORC 709.032(B), the official record of the hearing shall be the transcript taken by the court reporter.

Section 5.5 Request for Copy of the Record

When a hearing is continued upon recess for the day of the hearing, a necessary party may request a copy of the transcript of the hearing conducted on that day. A copy of the transcript of the complete hearing will be provided to any person making a written request to the court reporter's company. A person requesting a copy of a transcript shall pay the actual cost for the preparation of the copy.

Section 5.6 Order of Hearing

The hearing before the Board will be conducted as follows:

- A. Opening statements
- B. Challenges to validity of petition signatures
 - 1. Owner's request to void petition signature
 - 2. Challenges to proof of authority of person to sign
- C. Determination of the validity of the petition
- D. Disposition of procedural matters.
- E. Presentation of the case by the parties
 - 1. Agent for the petitioners' case
 - 2. Municipality's case
 - 3. Township's case (or townships' cases, if more than one is involved)
- F. Testimony from any other person wishing to support or contest the petition
- G. Closing statements

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H. Adjournment of hearing

Section 5.7 Continuance of Hearing

The Board may, within its discretion, continue a hearing. The necessity and timing of a continuance will be based upon consultation with the necessary parties in an attempt to be fair to all parties. A continuance will be granted in order to ensure that the hearing is completed in a timely manner and that all parties are given a reasonable opportunity to prepare for and present their case.

The Board may require the agent for the petitioners to advertise the date and time of the continued hearing, between 20 and 30 days prior to the hearing, in the newspaper of general circulation.

Section 5.8 Post-hearing Briefs (If ordered by the Board)

Necessary parties to the hearing may be asked to file a post-hearing brief which will be incorporated into the record as a non-evidentiary exhibit. A post-hearing brief will be accepted within 14 days after the adjournment of the hearing. The Applicant will supply four (4) copies of the post-hearing brief along with an electronic copy filed with the Commissioners’ Office. The brief should contain:

- A. Proposed findings of fact on each of the conditions for annexation as requested in either ORC 709.024(F) or 709.033(A).
- B. References to the hearing testimony or exhibits, which support those findings.
- C. Recommendation as to the decision of the Board.

Section 5.9 Decision of the Board

The Board shall render its decision within 30 days after the adjournment of the hearing.

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

RESOLUTION NO. 02-956

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

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 10:40AM.

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

RESOLUTION NO. 02-957

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 11:55AM.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

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Donald E. Wuertz

Letha George, Clerk to the Commissioners