

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

8:30 AM Executive Session

9:30 AM Public Hearing #2 For Roadway Intersection/Infrastructure Improvements At The U.S. Route 36/State Route 37 And Kintner Parkway Entrance/Oberfield's Inc., Expansion Project

RESOLUTION NO. 03-1645

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

Vote on Motion Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-1646

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 8:55AM.

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

PUBLIC COMMENT

RESOLUTION NO. 03-1647

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 18, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held December 18, 2003 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 03-1648

IN THE MATTER OF APPROVING PURCHASE ORDERS AND VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1220A, CMAPR1220B AND CMAPR1222:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1220A, CMAPR1220B AND CMAPR1222 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
City of Delaware	Annual EMS Runs For 2003	10011303-5345	\$ 418,858.00
<b>Vouchers</b>			
Delaware JVS	Training Adult Education	22411603-5348	\$ 5,561.39
Delaware County Fair	Doors New Fair Building	10011102-5601	\$ 6,302.00
Delaware County Fair	Doors New Fair Building	10011102-5380	\$ 3,335.50
Liberty Community Center	Child Care	22411606-5348	\$ 15,556.00
Dell Marketing LP	CAD Server Upgrade	21411306-545045010	\$ 28,991.97
CECCO	Estimated Jan. Premiums & Claims	60211902-537037030	\$ 518,841.81
Defense Technology Corp. of Am.	Fire 3 PPE	21511310-5260	\$ 11,490.99
Villa Angela Care Center	Cluster/Residential Treatment	22511608-5342	\$ 9,750.00
MKC	Engineering Jail Expansion	40411414-5410	\$ 78,646.98
Del Co. FCFC	Help Me Grow	22411601-5301	\$ 17,002.70
Medtronic Physio Control	Lifepak CR Plus Defrillator	10011303-5260	\$ 6,219.00
ME Companies	Inspection Services	65111904-5301	\$ 14,192.00

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Quality Control Inspection INC.	Professional Services	65111904-5301	\$	17,736.00
City of Delaware	Gas Mask Reimbursement	21511307-5260	\$	7,311.70
Delaware JVS Adult Ed	Adult Education	22411603-5348	\$	5,561.39

Vote on Motion            Mrs. Martin        Absent   Mr. Jordan        Aye       Mr. Ward        Aye

**RESOLUTION NO. 03-1649**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, KENNETH L. YOUNG ESQ., REQUESTING ANNEXATION OF 3.308 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:**

It was moved by Mr. Jordan, seconded by Mr. Ward to acknowledge that on December 17, 2003, the Clerk to the Board of Commissioners received an annexation petition request to annex 3.308 acres from Liberty Township to the City of Powell.

Vote on Motion            Mr. Jordan        Aye       Mrs. Martin        Absent   Mr. Ward        Aye

**RESOLUTION NO. 03-1650**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM ESTELLA MARIA INC. DBA GIAMMARCOS PIZZA & PASTA AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Jordan, 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 Genoa Township Trustees that Estella Maria Inc. DBA Giammarcos Pizza & Pasta has requested new D1 and D2 permits located at 7097 SR 3 Genoa TWP, Westerville, Ohio 43082, and

Whereas, the Genoa Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion            Mr. Ward        Aye       Mr. Jordan        Aye       Mrs. Martin        Absent

**RESOLUTION NO. 03-1651**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM MILL CREEK GOLF COURSE CORP. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Jordan, 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 Scioto Township Trustees that Mill Creek Golf Course Corp. has requested new D1, D2 and D3 permits located at 7259 Penn Road Scioto TWP, Ostrander, Ohio 43061, and

Whereas, the Scioto Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion            Mrs. Martin        Absent   Mr. Jordan        Aye       Mr. Ward        Aye

**RESOLUTION NO. 03-1652**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

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The Economic Development Department is requesting a \$100.00 increase for registration for Tim Boland's previously approved travel request to Chicago, Illinois.

Juvenile Court is requesting that Teresa Tackett, Joyce Chidester and Deb Osborne attend a Stress Management Seminar in Columbus, Ohio January 26, 2003, at the cost of \$127.00.

Vote on Motion            Mr. Jordan            Aye            Mrs. Martin            Absent    Mr. Ward            Aye

**RESOLUTION NO. 03-1653**

**IN THE MATTER OF APPROVING CONTRACT BETWEEN DELAWARE COUNTY AND THE LOCAL GOVERNMENT SERVICES DIVISION OF THE AUDITOR OF STATE'S OFFICE:**

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

This contract is to confirm the understanding of the services to be provided to Delaware County by the Local Government Services Division (LGS) of the Office of the Auditor of State. The County will be preparing a Comprehensive Annual Financial Report (CAFR) for the year ended December 31, 2003, based upon the reporting model set forth in GASB Statement No. 34, "Basic financial Statements - and Management's Discussion and Analysis - for State and Local Governments."

LSG services will consist of identifying and responding to technical questions and providing advice and training in the following areas:

1. Fund classification, budgetary requirements, capital asset requirements, management discussion and analysis requirements, work paper preparation, recommended adjusting journal entries, conversion worksheets, and the requirements for the notes to the general purpose external financial statements;
2. The reporting entity for financial statement purpose;
3. The Accounting policies and procedures to be used to generate the amounts which will appear in the financial statements;
4. The complete work papers and adjusting journal entries prepared by the County;
5. The trial balances prepared by the County
6. The Management's Discussion and Analysis, financial statements, and notes prepared by the County; and
7. Other services related to the preparation of financial statements within the dollar limitations of this agreement.

Delaware County remains responsible for the general purpose external financial statements. It is therefore the responsibility of the County to be in a position in fact and appearance to make informed judgements while reviewing, evaluating, and approving the services provided under this engagement. To demonstrate that the County is fulfilling these responsibilities, the following safeguards will be observed. The County will designate a management-level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. The County will provide documentation to support that individual's knowledge and capability to perform this role. This documentation may include education and training related to the matters covered in this engagement.

It is understood and agreed that the performance of the engagement will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group Of The Office Of The Auditor Of State.

Under the terms of this engagement, we will not audit or review the financial statements and, accordingly, will not express an opinion or any form of assurance on them.

LGS engagement cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors that come to their attention and any fraud or illegal acts that come to their attention, unless they are clearly inconsequential.

It is estimated that two hundred fourteen hours will be needed to complete this project. LGS fees for these services will be billed monthly to the County at a rate of \$35.00 per hour, and the total cost is not anticipated to exceed \$7,500.00. If additional time or services should be necessary, LGS will notify the County regarding any amendment to this contract that may be required.

Vote on Motion            Mr. Ward            Aye            Mr. Jordan            Aye            Mrs. Martin            Absent

**RESOLUTION NO. 03-1654**

**IN THE MATTER OF APPROVING PLATS FOR MCCAMMON CHASE SECTION 2 AND MCCAMMON CHASE SECTION 3 AND DITCH MAINTENANCE PETITION FOR WALNUT WOODS SECTION 2:**

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

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**McCammon Chase Section 2**

Situated In The State Of Ohio, County Of Delaware And Containing 16.072 Acres Of Land, More Or Less, Said 16.072 Acres Being In The Township Of Orange And In Farm Lot 6, Section 1, Township 3, Range 18, United States Military Lands, Said 16.072 Acres Being Part Of That Tract Of Land Conveyed To Alum Creek, Inc. By Deed Of Record In Official Record 197, Page 1487, Recorder's Office, Delaware County, Ohio. Cost \$99.00.

**McCammon Chase Section 3**

Situated In The State Of Ohio, County Of Delaware And Containing 26.146 Acres Of Land, More Or Less, Said 26.146 Acres Being In The Township Of Orange And In Farm Lot 6 (15.658 Acres) And Farm Lot 7 (10.488 Acres), Section 1, Township 3, Range 18, United States Military Lands, Said 26.146 Acres Being Part Of That Tract Of Land Conveyed To Alum Creek, Inc. By Deed Of Record In Official Record 197, Page 1487, Recorder's Office, Delaware County, Ohio. Cost \$66.00.

**Ditch Maintenance Petition- Walnut Woods Section 2**

We the undersigned owners of 23.329 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Walnut Woods Section 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 **Walnut Woods Section 2** Subdivision.

The cost of the drainage improvements is \$32,711.33 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. Twenty-eight (28) 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, \$1,168.26 per lot. An annual maintenance fee equal to 2% of this basis \$23.37 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 \$654.36 has been paid to Delaware County.

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

Vote on Motion                      Mrs. Martin              Absent      Mr. Jordan              Aye              Mr. Ward              Aye

**RESOLUTION NO. 03-1655****IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR MCCAMMON CHASE SECTION 2 AND MCCAMMON CHASE SECTION 3:**

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

**McCammon Chase Section 2**

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 \$80,000, and an Escrow Agreement in that amount is available to cover the bonding of this project. Please note that this Agreement must be signed by your Board.

**McCammon Chase Section 3**

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 \$57,000, and an Escrow Agreement in that amount is available to cover the bonding of this project. Please note that this Agreement must be signed by your Board.

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Vote on Motion            Mr. Jordan            Aye            Mrs. Martin            Absent    Mr. Ward            Aye

**RESOLUTION NO. 03-1656**

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

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

Permit #	Applicant	Location	Type of Work
U03196	Verizon Consolidated Electric	Blanket Dale Ford Road	Install telephone service Replace pole

Vote on Motion            Mr. Ward            Aye            Mr. Jordan            Aye            Mrs. Martin            Absent

**RESOLUTION NO. 03-1657**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH AA HOUSE MOVERS OF EUCLID, OHIO FOR THE ORANGE TOWNSHIP HALL RELOCATION:**

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the following Bid and approving the following contract:

**Orange Township Hall Relocation-Bid Opening of November 3, 2003**

As the result of the referenced bid opening, The Engineer recommends that an award be made to AA House Movers of Euclid, Ohio, the low bidder for this project. The price quoted by AA was \$70,270 versus the bid of \$77,700 made by the Righter Company. Two copies of the Contract with AA House Movers are available for your approval.

**AA HOUSEMOVERS  
Division of Kazak Brothers, Inc.  
1400 Chardon Road, Euclid, Ohio 44117  
Cleveland- 216-486-1024 Columbus 1-800-686-2729**

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: Moving Specifications.**

Move a 1 story brick structure from, 7307 South Old Street, Orange Twsp., Ohio to a new site designated by Owner and situated approx. 100' north on the same property at, 7307 South Old Street, Orange Twsp., Ohio. Lower moved structure onto new foundation provided by Contractor. Contractor agrees to perform moving specifications and construction specifications only. All other work such as carpentry, electrical, plumbing, etc., shall be performed and paid for by Owner. In the event Contractor encounters unusual water conditions, rock, stone, or concrete footers under concrete floors that must be excavated, there will be additional charges requiring a signed authorization from the Owner before work continues. Owner to disconnect and remove all basement utilities. Owner to procure and pay for all permits, bonds, and/or contractor registrations, tree trimming or removal, and temporary removal of all overhead utility lines. In the event the customer cannot obtain permits, bonds, police escorts and/or contractor registrations required and the Contractor must procure, there will be an additional \$50.00 charge per hour for office personal plus permit fees. If tree trimming or removal is not completed in advance of the scheduled move or not done to specifications of Contractor, there will be additional charges. The charges will be per hour for labor and equipment. If it is necessary to move structure either at night or on Saturday or Sunday there will be additional charges. Permission to use private property to either install or remove steel beams or move the structure across private property shall be obtained by Owner and any damage such as damaged lawns or ruts shall be the responsibility of Owner. Owner to provide barricade protection of old or new foundation if necessary. Contractor shall not be responsible for damage to any sidewalks, driveways or curbs at old or new locations. Contractor shall not be responsible for environmental problems such as, but not limited to, underground oil tanks, septic tanks, asbestos, or the removal of freon from air conditioners. Owner shall be responsible for setting the proper grade, location of the structure on the property, and the height of the structure over the new excavation. Any changes made in the height or location of the structure after it has been set for new foundation construction shall be charged as an extra. After the structure has been placed over the new excavation, the Owner shall be allowed thirty days to complete the foundation to allow lowering of the structure. A penalty of Three Hundred Dollars (\$300.00) per week for each week beyond the allowed thirty days shall be charged for equipment rental. Any delays caused by Owner after structure has been raised on steel or loaded on dollies or delivered to new location shall accumulate and be deducted from the aforementioned thirty days.

If Owner does not make payments as scheduled, Contractor may stop job until payment terms are met. This delay shall accumulate and be charged against the aforementioned thirty days. After structure is loaded on Contractor's equipment, structure will not be moved, raised, lowered, or repositioned in any manor by the Owner or Owner's agent. If this occurs, there will be additional charges at a rate of \$65.00 per hour for tractor trailers, \$30.00 per man per hour and \$85.00 per hour for loaders, and this action will cancel insurance coverage and Contractor's liability. Contractor to install 3 to 4 inches of either slag or limestone (not washed gravel) on the newly excavated basement

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floor before contractor moves structure over the new excavation. If structure is to have a basement installed, it is agreed that a standard basement shall consist of 11 courses of block (88 inches). Owner agrees to pay Contractor Five Hundred Dollars (\$500.00) for each course over 11 course that structure must be raised. The same rate shall prevail if structure must be raised beyond 88 inches for a poured concrete wall foundation.

Contractor has informed Owner, and Owner acknowledges, that moving a structure is difficult and inherently filled with risk of damage to property, and that some damage to the structure, or to component parts of the structure, will certainly occur as a result of raising the structure onto its new foundation. Typical damages caused in any move are plaster cracks, loss of shingles, etc. Understanding this, Owner acknowledges and agrees that Contractor shall not be responsible for any damage caused to the structure as a result of raising it from its old foundation, moving it from its present site to its new site, or lowering it onto its new foundation, so long as Contractor performs its contract obligations in accordance with generally accepted practice in the structure moving industry. Any damage which occurs shall be the responsibility of, and shall be borne solely by, the Owner.

If Owner accepts this proposal, this contract may be cancelled by Owner within three (3) business days following acceptance, by giving written notice of rescission to the contractor at the address given in this Contract, in which event Owner shall be entitled to a complete refund of the down payment given to Contractor at the time of the execution of this Agreement. After such period, but before the actual commencement of work by the Contractor, Owner may cancel this Agreement, in which event Owner shall forfeit to Contractor the down payment given at the time of the execution of this Agreement, and in addition, shall pay to the Contractor such proportion of the total Contract price as the amount of labor and materials furnished bears to the total amount of labor and materials agreed upon to be furnished under this Agreement, the same to be paid within thirty (30) days after the date of such cancellation. In the event the structure is destroyed by fire, earthquake, or any other cause not attributable to Contractor, this Contract shall automatically be canceled with the parties having no further obligation to each other, and the down payment given by the Owner at the time of the execution of this Agreement shall be retained by the Contractor.

Any alterations or modifications initiated by the Owner or Contractor must be agreed upon between the parties in writing and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the final completion of work.

Contractor shall not be responsible for damage to the structure. If insurance coverage is desired, Owner will pay for and procure said insurance. Insurance covering a structure while in transit is commonly called cargo coverage. Insurance covering a structure while it is on the foundation is called builders risk. If the Owner purchases any of these coverages, Owner agrees to add Contractor as an "Additional Insured" and have a "Waiver of Subrogation" clause added to coverage in favor of the Contractor. If the Owner is unable to secure coverage through Owner's agent, Contractor will endeavor to procure coverage through Contractor's agent. Owner will be subject to all policy minimum premiums applicable to the Contractor.

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: Construction Specifications:

- Coordinate any required inspections for specified work.
- Excavating work to include:
  1. Excavate new crawl space area.
  2. No hauling of excavated material provided for.
  3. Backfill around new foundation.
  4. Excavate drive area, approx. 15' wide x 150' long x 8" deep.
  5. Install 15" x 30' plastic culvert pipe as per bid.
  6. Excavate, install and backfill trench for footer drains from front of building to culvert in front of building, approx. 75'.
- Construct new crawl space foundation to include:
  1. Pour 8" thick x 24" wide concrete footers with rebar.
  2. Build a 5 course crawl space foundation using 8" x 14" x 16" block.
  3. Walls to be re-inforced horizontally with durawall wire every 2<sup>nd</sup> course.
  4. Patch beam pocket holes.
  5. Install crawl space vents.
  6. Brick or stone repair is not included in this contract.
  7. Steps are not included in this contract.
  8. Support columns are not included in this contract.  
(Unable to access under building)
  9. Install footer drains connected to storm line.
  10. Waterproof foundation walls below grade.
- Gravel/Stone Material

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1. Provide 10 Ton of #57 limestone for base material in crawl space.
2. Provide 30 Ton of #57 limestone for backfill material around outside walls.
3. Provide 80 Ton of #304 material drive and culvert area.

- Concrete work to include:

1. Pour a 3" concrete scratch coat floor in crawl space area with vapor barrier.

Specifications for construction work was determined without a topographical survey and is subject to change upon reviewing a survey. Any changes in specifications or plans either by the owner or by the City will be charged as an extra and must be agreed upon in writing prior to work continuing. Costs for all permits, bonds, registrations are to be paid for by the owner. Distances for driveway, parking area, sanitary and storms sewers, water lines, gas lines are estimates only and are subject to change upon review of an actual survey. Estimates for sewers are based on 75' from house to curb. Costs for the above are subject to change upon review of the survey. Code upgrades or violations that may be required by the City are not included in this proposal and will be charged at an extra cost. Contractor is not responsible for weather related problems such as, but not limited to, flooding, freezing, frost damage, wind, storm damage and any other weather that may cause delays or the need for extra equipment. Weather can cause problems such as, but not limited to, wall cave-ins, flooding, freezing, time delays. Extra equipment, labor, material and anything else that may be needed to correct problems caused by weather will be charged at an extra cost to be paid by the owner. An estimate of extra costs will be provided by contractor prior to work continuing. In the event of cold or freezing weather, it is determined heat is required or if the building needs to be enclosed to continue working, this will be charged at an extra cost to be paid by the owner. Concrete flat work: Concrete may be subject to pitting, peeling, cracking, spawling, and/or scaling. No warranties, representations, undertakings or promises, whether oral, implied, or otherwise have been made by the contractor regarding the durability of concrete, including but not limited to any occurrence of pitting, peeling, cracking, spawling, and/or scaling.

WE PROPOSE hereby to furnish material & labor – complete with above specifications, for the sum of:

Seventy Thousand Two Hundred Seventy Dollars - \$70,270.00

**PAYMENT TO BE MADE AS FOLLOWS:**

Payment of Ten Thousand Two Hundred Seventy Dollars (\$10,270.00) upon signing of Contract.

Payment of Thirty One Thousand Dollars (\$31,000.00) when structure is loaded on steel prior to move.

Payment of Twenty Six Thousand Dollars (\$26,000.00) when

foundation is constructed for lowering.

(Not necessarily over the new excavation)

Payment of Three Thousand Dollars (\$3,000.00) upon completion.

Payment due upon receipt.

Payments for invoices must be made upon receipt as per contract terms. If payment terms are not honored, all work on the job site will stop. In the event the job is stopped due to non-payment, the entire Contract price will then become payable in full before work will resume. In addition, any costs incurred by the Contractor for moving equipment and labor, from and back to the job site, will be charged as an extra at a rate of \$65.00 per hour for tractor trailers, \$30.00 per man, per hour, and \$85.00 per hour for loaders, these charges must also be paid in full before work resumes. All work to be completed in a workmanlike manner according to standard practices. Any deviations from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents, weather conditions, or delays beyond our control.

**WARRANTIES AND REPRESENTATIONS BY CONTRACTOR:**

Contractor warrants that its work will be performed in accordance with generally accepted structure moving practices. Contractor has made no representations to Owner, other than any which may be contained in this proposal, to induce Owner to enter into a contract with Contractor, and Owner acknowledges that no representations other than those contained in this Agreement have been made by Owner to induce him to enter into this Agreement.

**ARBITRATION CLAUSE:**

The parties to this Contract specifically acknowledge and agree that all claims, disputes and other matters arising out of, or relating to, this Contract or breach thereof, will be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable by either party under the laws of the State of Ohio.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the parties.

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WHEREAS, intending to be legally bound, the parties have set their hands at Cleveland, Ohio on the dates indicated below.

ACCEPTANCE OF PROPOSAL:

I (We) agree to pay all services according to contract terms. If payments are not made according to terms, a service charge of 1.5 percent per month (18% annual) will be charged. I (We) the undersigned further guarantee that if the contract is between the Contractor and a business and the business does not pay the principal and service charges for this contract, I (We) will promptly pay such charges personally. In the event Owner uses a bank or finance company to pay construction costs, and scheduled payments are delayed, Owner will pay the accrued service charges. Service charges will continue to accrue monthly until invoices are paid in full. Service charges will be due and payable monthly upon receipt of invoice or statement. In the event it becomes necessary for the Contractor to incur collection costs, such costs will be payable by the undersigned in addition to the service charges. The Contractor is authorized to contact any credit institution to verify credit history. It is understood any use of this information will be solely for the basis of granting credit. If an unfavorable credit report is received Contract shall be renegotiated or become void and deposit shall be refunded. Proposal may be withdrawn if not accepted within 14 days.

Vote on Motion            Mrs. Martin        Absent   Mr. Jordan        Aye       Mr. Ward        Aye

**RESOLUTION NO. 03-1658**

**IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE YEAR 2003:**

It was moved by Mr. Jordan, 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 2002 for Delaware County was 333.01 miles.

ODOT currently shows that the total Mileage for 2002, effective January 1, 2002, is 333.01 miles. The Board of Commissioners Certifies that the Total Mileage for 2003, effective January 1, 2004, is 332.92 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.

(Documentation available in the Commissioners office until no longer of administrative value.)

Vote on Motion            Mr. Ward            Aye       Mr. Jordan        Aye       Mrs. Martin       Absent

**RESOLUTION NO. 03-1659**

**IN THE MATTER OF APPROVING COST ESTIMATE AND PLAN FOR MAXTOWN/TUSSIC STREET AND MAXTOWN ROAD/SUNBURY ROAD INTERSECTION IMPROVEMENTS:**

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

Project participation total =	\$ 1,219,522.00
Project inspection =	\$ 60,976.09
10% contingency =	\$ 128,049.78
 Grand total =	 \$ 1,408,548.00
 Westerville participation total =	 \$ 283,899.00
Project participation total =	\$ 1,124,649.00

Vote on Motion            Mr. Jordan        Aye       Mrs. Martin       Absent   Mr. Ward        Aye

**RESOLUTION NO. 03-1660**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THOMAS E. SCHNEIDER:**

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

**AGREEMENT**



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THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between THOMAS E. SCHNEIDER, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is One Thousand Six Hundred Fifty Three Dollars (\$1,653.00), plus One Thousand Nine Hundred Ninety Five Dollars (\$1,995.00) for improvements and One Hundred Seventy Two Dollars (\$172.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$3,820.00 to Thomas E. Schneider.

Vote on Motion                Mrs. Martin        Absent   Mr. Jordan        Aye       Mr. Ward        Aye

**RESOLUTION NO. 03-1661**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DENNIS L. CASE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between DENNIS L. CASE, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Two Thousand Six Hundred Twenty Six Dollars (\$2,626.00), plus Two Thousand Seven Hundred Twenty Nine Dollars (\$2,729.00) for improvements and Five Dollars (\$5.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$5,360.00 to Dennis L. Case.

Vote on Motion                Mr. Jordan        Aye       Mrs. Martin        Absent   Mr. Ward        Aye

**RESOLUTION NO. 03-1662**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DONALD F. FISHER, TRUSTEE AND MARTHA J. FISHER, TRUSTEE, HUSBAND AND WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between Donald F. Fisher, Trustee and Martha J. Fisher, Trustee, Husband and Wife, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Four Thousand Four Hundred Twenty One Dollars (\$4,421.00), plus Two Thousand Seven Hundred Nineteen Dollars (\$2,719.00) for improvements and Four Hundred Thirty Dollars (\$430.00) for temporary right of way to be paid upon the execution of the Contract of

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Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$7,570.00 to Donald F. Fisher, Trustee and Martha J. Fisher, Trustee, Husband and Wife.

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mrs. Martin            Absent

**RESOLUTION NO. 03-1663**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND VIRGINIA L. FOSTER:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between VIRGINIA L. FOSTER, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Three Thousand Four Hundred Fifty Dollars (\$3,450.00), plus Eleven Thousand Seven Hundred Forty Dollars (\$11,740.00) for improvements and Three Hundred Eleven Dollars (\$311.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$15,501.00 to Virginia L. Foster.

Vote on Motion            Mrs. Martin            Absent    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 03-1664**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CAROL A. AND HUBERT H. GRIMES, TRUSTEES OF THE HUBERT H. GRIMES LIVING TRUST AGREEMENT:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between CAROL A. AND HUBERT H. GRIMES, TRUSTEES OF THE HUBERT H. GRIMES LIVING TRUST AGREEMENT, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Two Thousand Six Hundred Fifty Nine Dollars (\$2,659.00), plus Two Thousand One Hundred Sixty Dollars (\$2,160.00) for improvements and Ninety Six Dollars (\$96.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$4,915.00 to Carol A. and Hubert H. Grimes.

Vote on Motion            Mr. Jordan            Aye    Mrs. Martin            Absent    Mr. Ward            Aye

**RESOLUTION NO. 03-1665**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CECILIA A. GUZZO, TRUSTEE:**

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

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**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between CECILIA A. GUZZO, TRUSTEE, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Four Thousand Eight Hundred Seventy Dollars (\$4,870.00), plus Four Thousand Five Hundred Twenty Four Dollars (\$4,524.00) for improvements and Seven Hundred Twelve Dollars (\$712.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$10,106.00 to Cecilia A. Guzzo, Trustee.

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mrs. Martin            Absent

**RESOLUTION NO. 03-1666**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND GARY A. LARGER:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between GARY A. LARGER, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Three Thousand Two Hundred Thirty One Dollars (\$3,231.00), plus One Thousand Ninety Seven Dollars (\$1,097.00) for improvements and One Hundred Seventeen Dollars (\$117.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$4,445.00 to Gary A. Larger.

Vote on Motion            Mrs. Martin            Absent    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 03-1667**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND JUNE E. MASON:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between JUNE E. MASON, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is One Thousand Four Hundred Seventy Dollars (\$1,470.00),

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plus Four Hundred Thirty Eight Dollars (\$438.00) for improvements and Two Hundred Fifty Seven Dollars (\$257.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$2,165.00 to June E. Mason.

Vote on Motion            Mr. Jordan            Aye            Mrs. Martin            Absent    Mr. Ward            Aye

**RESOLUTION NO. 03-1668**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DIANE O. AND MATTHEW T. DAVIS:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between DIANE O. AND MATTHEW T. DAVIS, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Five Thousand One Hundred Twenty Five Dollars (\$5,125.00), plus Seven Thousand Five Hundred Eighteen Dollars (\$7,518.00) for improvements and Six Hundred Seventy Four Dollars (\$674.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$13,317.00 to Diane O. and Matthew T. Davis.

Vote on Motion            Mr. Ward            Aye            Mr. Jordan            Aye            Mrs. Martin            Absent

**RESOLUTION NO. 03-1669**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SEAN M. AND ANGELINA L. LEONARD:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between SEAN M. AND ANGELINA L. LEONARD, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Two Thousand Six Hundred Ninety Eight Dollars (\$2,698.00), plus Four Thousand Seven Hundred Seventy Seven Dollars (\$4,777.00) for improvements and Eighty Dollars (\$80.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$7,555.00 to Sean M. and Angelina L. Leonard.

Vote on Motion            Mrs. Martin            Absent    Mr. Jordan            Aye            Mr. Ward            Aye

**RESOLUTION NO. 03-1670**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WESTERVILLE APOSTOLIC CHURCH:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between WESTERVILLE APOSTOLIC CHURCH, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is One Thousand Six Hundred Fifty Two Dollars (\$1,652.00), plus Four Hundred Ninety Five Dollars (\$495.00) for improvements and One Hundred Fifty Eight Dollars (\$158.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$2,305.00 to Westerville Apostolic Church.

Vote on Motion            Mr. Jordan            Aye            Mrs. Martin            Absent    Mr. Ward            Aye

**RESOLUTION NO. 03-1671**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND JOHN C. AND COLLEEN BUCHANAN:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between JOHN C. AND COLLEEN BUCHANAN, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Five Thousand Nine Hundred Ten Dollars (\$5,910.00), plus Two Thousand Three Hundred Ninety Two Dollars (\$2,392.00) for improvements and Eight Hundred Sixty Dollars (\$860.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$9,162.00 to John C. and Colleen Buchanan.

Vote on Motion            Mr. Ward            Aye            Mr. Jordan            Aye            Mrs. Martin            Absent

**RESOLUTION NO. 03-1672**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WILLIAM H. AND PATRICIA L. LAIDLEY:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between WILLIAM H. AND PATRICIA L. LAIDLEY, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is One Thousand Six Hundred Fifty Two Dollars (\$1,652.00), plus Eleven Thousand Two Hundred Eighty Dollars (\$11,280.00) for improvements and One Hundred Fifty

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Dollars (\$150.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$13,082.00 to William H. and Patricia L. Laidley.

Vote on Motion            Mrs. Martin        Absent Mr. Jordan        Aye        Mr. Ward        Aye

**RESOLUTION NO. 03-1673**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND KENNETH L. SCHWARTZ:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 22<sup>nd</sup> day of December 2003, by and between KENNETH L. SCHWARTZ, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is One Thousand Six Hundred Fifty One Dollars (\$1,651.00), plus Seven Thousand Twenty Dollars (\$7,020.00) for improvements and One Hundred Thirty Five Dollars (\$135.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$8,806.00 to Kenneth L. Schwartz.

Vote on Motion            Mr. Jordan        Aye        Mrs. Martin        Absent Mr. Ward        Aye

**RESOLUTION NO. 03-1674**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND COUNTRYSIDE CONSTRUCTION CO. FOR SNOW REMOVAL SERVICES FOR DELAWARE COUNTY:**

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

**Delaware County Board of Commissioners  
Contract**

This Contract made by and between:

**Countryside Construction Co.  
119 Henderson Court  
Delaware, Ohio 43015**

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

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

**ARTICLE 1**

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

**ITB #03-06  
Snow Removal Services for Delaware County  
Opened on September 8, 2003**

**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this

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Contract, based upon the unit pricing set forth in the Bid Form, which is attached hereto as Exhibit "A". The Owner guaranties no minimum value of this contract but the contract shall not exceed the estimated annual value of Seventy Five Thousand dollars (\$75,500.00). The owner shall not be responsible for any delivery of materials and/or services exceeding this amount. If agreed upon by all parties, this contract may be formally amended to adjust the estimated annual value.

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

**ARTICLE 3**

3.1 It is understood and agreed that should the contractor fail to provide the quality of service as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon 30 days written notice of its intent to do so.

**ARTICLE 4**

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

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

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

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

**ARTICLE 5**

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

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

**ARTICLE 6**

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

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mrs. Martin            Absent

**RESOLUTION NO. 03-1675**

**IN THE MATTER OF APPROVING THE EMERGENCY MANAGEMENT MUTUAL AID AGREEMENTS BETWEEN THE BOARD OF DELAWARE COUNTY AND KNOX, MORROW, MARION AND UNION COUNTIES:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following agreements:

**Knox County**

**MUTUAL AID AGREEMENT  
Emergency Management**

WHEREAS, Section 5502.29 of the Ohio Revised Code states that "Political subdivisions may, in collaboration

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with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted.”

THEREFORE, we, the Delaware County Board of Commissioners do, on behalf of the County of Delaware enter into and ratify the following agreement with Knox County, Ohio:

ARTICLE 1. The purpose of this mutual aid agreement among the parties in meeting any emergency or disaster resulting from enemy attack or from natural or man-made occurrence is to insure that preparations within this county will be adequate to deal with such emergencies or disasters and generally to provide for the common defense, to protect the public order, health, safety, and general welfare, and to preserve lives and property of the people of the county. The prompt, full, and effective utilization of the resources of the respective counties, including such resources as may be available from the state and/or federal government or any other service, are essential to the safety, care, and welfare of the people thereof in the event of an emergency or disaster.

ARTICLE 2. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, provided that it is understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its jurisdiction. Each party shall extend to any other party, while operating within its jurisdictional limits under the terms and conditions of this agreement, the same powers and duties, rights and privileges and immunities as are extended to the emergency response personnel of such jurisdiction. Emergency response personnel will continue under the direction and control of their respective supervisors but the organizational unit will come under the operational control of the emergency management agency of the jurisdiction requesting assistance and will react in accordance with the terms and conditions of the county's emergency operations plan.

ARTICLE 3. Whenever any person holds a license, certificate, or other permit issued by the state or other political subdivisions evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or political subdivisions to meet an emergency or disaster and such county or political subdivision shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivisions in which aid is received.

ARTICLE 4. No county or its officers or employees rendering aid in another state or political subdivision pursuant to this agreement shall be liable on account of an act or omission in good faith on the part of such emergency management personnel while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

ARTICLE 5. In as much as it is probable that the detail for mutual aid among two or more political subdivisions may differ from that among other political subdivisions, this document contains elements of broad base common to all parties and nothing herein shall preclude any political subdivisions from entering into supplementary agreements with other political subdivisions. Such supplementary agreements may comprehend, but shall not be limited to provisions for evacuations and reception of injured or other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportations and communications personnel, equipment and supplies.

ARTICLE 6. Each political subdivision shall provide for the payment of compensation and death benefits to injured emergency response personnel of that political subdivision in case such members sustain injuries or are killed while rendering aid pursuant to this agreement in the same manner and on the same terms as if the injury or death were sustained within such jurisdiction.

ARTICLE 7. Any political subdivision rendering aid in other political subdivisions pursuant to this agreement shall be reimbursed by the political subdivisions receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such request; provided that any aiding political subdivisions may assume, in whole or in part such loss, damage, expense, or other cost; or may loan such equipment or donate such services to the receiving political subdivisions without charge or cost; and provide further that any two or more political subdivisions may agree to an allocation of cost.

ARTICLE 8. Emergency operations plans in each political subdivision shall provide the framework for emergency response for officers, employees, and volunteers from within and outside of the political subdivision.

ARTICLE 9. This agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the chief executive of any political subdivision requests termination thereof. The chief executive shall provide the other parties to the agreement with thirty (30) days written notice prior to termination of the agreement.

**Morrow County**

**MUTUAL AID AGREEMENT  
Emergency Management**



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WHEREAS, Section 5502.29 of the Ohio Revised Code states that "Political subdivisions may, in collaboration with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted."

THEREFORE, we, the Delaware County Board of Commissioners do, on behalf of the County of Delaware enter into and ratify the following agreement with Morrow County, Ohio:

ARTICLE 1. The purpose of this mutual aid agreement among the parties in meeting any emergency or disaster resulting from enemy attack or from natural or man-made occurrence is to insure that preparations within this county will be adequate to deal with such emergencies or disasters and generally to provide for the common defense, to protect the public order, health, safety, and general welfare, and to preserve lives and property of the people of the county. The prompt, full, and effective utilization of the resources of the respective counties, including such resources as may be available from the state and/or federal government or any other service, are essential to the safety, care, and welfare of the people thereof in the event of an emergency or disaster.

ARTICLE 2. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, provided that it is understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its jurisdiction. Each party shall extend to any other party, while operating within its jurisdictional limits under the terms and conditions of this agreement, the same powers and duties, rights and privileges and immunities as are extended to the emergency response personnel of such jurisdiction. Emergency response personnel will continue under the direction and control of their respective supervisors but the organizational unit will come under the operational control of the emergency management agency of the jurisdiction requesting assistance and will react in accordance with the terms and conditions of the county's emergency operations plan.

ARTICLE 3. Whenever any person holds a license, certificate, or other permit issued by the state or other political subdivisions evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or political subdivisions to meet an emergency or disaster and such county or political subdivision shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivisions in which aid is received.

ARTICLE 4. No county or its officers or employees rendering aid in another state or political subdivision pursuant to this agreement shall be liable on account of an act or omission in good faith on the part of such emergency management personnel while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

ARTICLE 5. In as much as it is probable that the detail for mutual aid among two or more political subdivisions may differ from that among other political subdivisions, this document contains elements of broad base common to all parties and nothing herein shall preclude any political subdivisions from entering into supplementary agreements with other political subdivisions. Such supplementary agreements may comprehend, but shall not be limited to provisions for evacuations and reception of injured or other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportations and communications personnel, equipment and supplies.

ARTICLE 6. Each political subdivision shall provide for the payment of compensation and death benefits to injured emergency response personnel of that political subdivision in case such members sustain injuries or are killed while rendering aid pursuant to this agreement in the same manner and on the same terms as if the injury or death were sustained within such jurisdiction.

ARTICLE 7. Any political subdivision rendering aid in other political subdivisions pursuant to this agreement shall be reimbursed by the political subdivisions receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such request; provided that any aiding political subdivisions may assume, in whole or in part such loss, damage, expense, or other cost; or may loan such equipment or donate such services to the receiving political subdivisions without charge or cost; and provide further that any two or more political subdivisions may agree to an allocation of cost.

ARTICLE 8. Emergency operations plans in each political subdivision shall provide the framework for emergency response for officers, employees, and volunteers from within and outside of the political subdivision.

ARTICLE 9. This agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the chief executive of any political subdivision requests termination thereof. The chief executive shall provide the other parties to the agreement with thirty (30) days written notice prior to termination of the agreement.

**Marion County**

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**MUTUAL AID AGREEMENT**  
**Emergency Management**

WHEREAS, Section 5502.29 of the Ohio Revised Code states that "Political subdivisions may, in collaboration with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted."

THEREFORE, we, the Delaware County Board of Commissioners do, on behalf of the County of Delaware enter into and ratify the following agreement with Marion County, Ohio:

ARTICLE 1. The purpose of this mutual aid agreement among the parties in meeting any emergency or disaster resulting from enemy attack or from natural or man-made occurrence is to insure that preparations within this county will be adequate to deal with such emergencies or disasters and generally to provide for the common defense, to protect the public order, health, safety, and general welfare, and to preserve lives and property of the people of the county. The prompt, full, and effective utilization of the resources of the respective counties, including such resources as may be available from the state and/or federal government or any other service, are essential to the safety, care, and welfare of the people thereof in the event of an emergency or disaster.

ARTICLE 2. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, provided that it is understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its jurisdiction. Each party shall extend to any other party, while operating within its jurisdictional limits under the terms and conditions of this agreement, the same powers and duties, rights and privileges and immunities as are extended to the emergency response personnel of such jurisdiction. Emergency response personnel will continue under the direction and control of their respective supervisors but the organizational unit will come under the operational control of the emergency management agency of the jurisdiction requesting assistance and will react in accordance with the terms and conditions of the county's emergency operations plan.

ARTICLE 3. Whenever any person holds a license, certificate, or other permit issued by the state or other political subdivisions evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or political subdivisions to meet an emergency or disaster and such county or political subdivision shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivisions in which aid is received.

ARTICLE 4. No county or its officers or employees rendering aid in another state or political subdivision pursuant to this agreement shall be liable on account of an act or omission in good faith on the part of such emergency management personnel while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

ARTICLE 5. In as much as it is probable that the detail for mutual aid among two or more political subdivisions may differ from that among other political subdivisions, this document contains elements of broad base common to all parties and nothing herein shall preclude any political subdivisions from entering into supplementary agreements with other political subdivisions. Such supplementary agreements may comprehend, but shall not be limited to provisions for evacuations and reception of injured or other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportations and communications personnel, equipment and supplies.

ARTICLE 6. Each political subdivision shall provide for the payment of compensation and death benefits to injured emergency response personnel of that political subdivision in case such members sustain injuries or are killed while rendering aid pursuant to this agreement in the same manner and on the same terms as if the injury or death were sustained within such jurisdiction.

ARTICLE 7. Any political subdivision rendering aid in other political subdivisions pursuant to this agreement shall be reimbursed by the political subdivisions receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such request; provided that any aiding political subdivisions may assume, in whole or in part such loss, damage, expense, or other cost; or may loan such equipment or donate such services to the receiving political subdivisions without charge or cost; and provide further that any two or more political subdivisions may agree to an allocation of cost.

ARTICLE 8. Emergency operations plans in each political subdivision shall provide the framework for emergency response for officers, employees, and volunteers from within and outside of the political subdivision.

ARTICLE 9. This agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the chief executive of any political subdivision requests termination thereof. The chief executive shall provide the other parties to the agreement with thirty (30) days written notice prior to termination of the agreement.

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**Union County**

**MUTUAL AID AGREEMENT  
Emergency Management**

WHEREAS, Section 5502.29 of the Ohio Revised Code states that "Political subdivisions may, in collaboration with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted."

THEREFORE, we, the Delaware County Board of Commissioners do, on behalf of the County of Delaware enter into and ratify the following agreement with Union County, Ohio:

ARTICLE 1. The purpose of this mutual aid agreement among the parties in meeting any emergency or disaster resulting from enemy attack or from natural or man-made occurrence is to insure that preparations within this county will be adequate to deal with such emergencies or disasters and generally to provide for the common defense, to protect the public order, health, safety, and general welfare, and to preserve lives and property of the people of the county. The prompt, full, and effective utilization of the resources of the respective counties, including such resources as may be available from the state and/or federal government or any other service, are essential to the safety, care, and welfare of the people thereof in the event of an emergency or disaster.

ARTICLE 2. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, provided that it is understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its jurisdiction. Each party shall extend to any other party, while operating within its jurisdictional limits under the terms and conditions of this agreement, the same powers and duties, rights and privileges and immunities as are extended to the emergency response personnel of such jurisdiction. Emergency response personnel will continue under the direction and control of their respective supervisors but the organizational unit will come under the operational control of the emergency management agency of the jurisdiction requesting assistance and will react in accordance with the terms and conditions of the county's emergency operations plan.

ARTICLE 3. Whenever any person holds a license, certificate, or other permit issued by the state or other political subdivisions evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or political subdivisions to meet an emergency or disaster and such county or political subdivision shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivisions in which aid is received.

ARTICLE 4. No county or its officers or employees rendering aid in another state or political subdivision pursuant to this agreement shall be liable on account of an act or omission in good faith on the part of such emergency management personnel while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

ARTICLE 5. In as much as it is probable that the detail for mutual aid among two or more political subdivisions may differ from that among other political subdivisions, this document contains elements of broad base common to all parties and nothing herein shall preclude any political subdivisions from entering into supplementary agreements with other political subdivisions. Such supplementary agreements may comprehend, but shall not be limited to provisions for evacuations and reception of injured or other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportations and communications personnel, equipment and supplies.

ARTICLE 6. Each political subdivision shall provide for the payment of compensation and death benefits to injured emergency response personnel of that political subdivision in case such members sustain injuries or are killed while rendering aid pursuant to this agreement in the same manner and on the same terms as if the injury or death were sustained within such jurisdiction.

ARTICLE 7. Any political subdivision rendering aid in other political subdivisions pursuant to this agreement shall be reimbursed by the political subdivisions receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such request; provided that any aiding political subdivisions may assume, in whole or in part such loss, damage, expense, or other cost; or may loan such equipment or donate such services to the receiving political subdivisions without charge or cost; and provide further that any two or more political subdivisions may agree to an allocation of cost.

ARTICLE 8. Emergency operations plans in each political subdivision shall provide the framework for emergency response for officers, employees, and volunteers from within and outside of the political subdivision.

ARTICLE 9. This agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the chief executive of any political subdivision requests termination thereof. The chief executive shall provide the other parties to the agreement with thirty

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(30) days written notice prior to termination of the agreement.

Vote on Motion            Mrs. Martin        Absent   Mr. Jordan        Aye       Mr. Ward        Aye

**RESOLUTION NO. 03-1676**

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

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

Laura Russell has accepted the part-time Paramedic Position with the Emergency Services Department; effective date January 14, 2004.

Sandra Stoops has accepted the part-time Paramedic Position with the Emergency Services Department; effective date January 14, 2004.

Elizabeth Wurst has accepted the part-time Intermediate Position with the Emergency Services Department; effective date January 14, 2004.

Heather Vekasy has accepted the part-time Intermediate Position with the Emergency Services Department; effective date January 14, 2004.

Julie Mays has accepted the HR Office position with Department Of Job and Family Services; effective date December 29, 2003.

Vote on Motion            Mr. Jordan        Aye       Mrs. Martin        Absent   Mr. Ward        Aye

**RESOLUTION NO. 03-1677**

**IN THE MATTER OF APPOINTING A COURTS BUILDING ADVISORY COMMITTEE:**

It was moved by Mr. Jordan, seconded by Mr. Ward to authorize the following:

WHEREAS, In August 2002, a citizens Planning Advisory Committee was reconvened to review the long-range plan to address Delaware County's capital improvement needs, and

WHEREAS, In the August 2003 Facilities Report, this committee has recommended that the Delaware County Commissioners develop, with the help of a committee, a program for a new justice center to accommodate the needs of the Delaware County justice system

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section I.            That the Delaware County Board of Commissioners appoint a Courts Building Advisory Committee.

Section II.            That the Delaware County Board of Commissioners appoints the following members to the Courts Building Advisory Committee:

- |               |                  |                  |             |
|---------------|------------------|------------------|-------------|
| Richard Cline | George Justice   | Thomas C. Clark  | Tim Hetrick |
| Judge Whitney | Judge Krueger    | Jan Antonoplos   | Todd Hanks  |
| Judge Spicer  | Judge Sunderman  | Randy Ormeroid   | David Yost  |
| David Cannon  | Peter T. Vatures | Maribeth Deavers | John Reilly |
| Al Myers      | Kurt Schmidt     | Richard Lombardi | Ross Long   |
| Bob Palisino  | Scott Braumiller | Mike Foreman     | Dan Boysel  |
| Tom Price     | John Bowden      | Mark Schueltz    |             |

Section III.            That the Board of County Commissioners appoints Jan Antonoplos and John Reilly as Co-Chairs of the Committee

Section IV.            That the Board of County Commissioners will be ex-officio members of the Committee to attend meetings and review information gathered by the Committee

Vote on Motion            Mr. Ward        Aye       Mr. Jordan        Aye       Mrs. Martin        Absent

**RESOLUTION NO. 03-1678**

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**IN THE MATTER OF APPOINTING DOTTIE BROWN AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS REPRESENTATIVE TO THE DELAWARE COUNTY CONVENTION AND VISITORS BUREAU:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adopt the following:

WHEREAS, the Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils, and committees; and

WHEREAS, the Board of Commissioners of Delaware County shall reappoint an individual to the Delaware County Convention and Visitors Bureau Board for a specific term of January, 2004, to December, 2006.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners at Delaware County, State of Ohio appointed Dottie Brown to the Delaware County Convention and Visitors Bureau Board.

Vote on Motion	Mrs. Martin	Absent	Mr. Jordan	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 03-1679**

**9:30 PM - IN THE MATTER OF PUBLIC HEARING # 2 FOR THE ROADWAY INTERSECTION/INFRASTRUCTURE IMPROVEMENTS AT THE U.S. ROUTE 36/STATE ROUTE 37 AND KINTNER PARKWAY ENTRANCE/OBERFIELD'S INC., EXPANSION PROJECT:**

It was moved by Mr. Jordan, seconded by Mr. Ward to open the hearing.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mrs. Martin	Absent
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**RESOLUTION NO. 03-1680**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR THE ROADWAY INTERSECTION/INFRASTRUCTURE IMPROVEMENTS AT THE U.S. ROUTE 36/STATE ROUTE 37 AND KINTNER PARKWAY ENTRANCE/OBERFIELD'S INC., EXPANSION PROJECT:**

It was moved by Mr. Jordan, seconded by Mr. Ward to close the hearing.

Vote on Motion	Mrs. Martin	Absent	Mr. Jordan	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 03-1681**

**A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND (RLF) FOR ECONOMIC DEVELOPMENT PURPOSES TO ASSIST THE VILLAGE OF SUNBURY WITH THE CONSTRUCTION OF PUBLIC ROADWAY INTERSECTION/INFRASTRUCTURE IMPROVEMENTS AT THE U.S. ROUTE 36 / STATE ROUTE 37 AND KINTNER PARKWAY ENTRANCE TO THE SUNBURY INDUSTRIAL PARK ASSOCIATED WITH THE PROPOSED OBERFIELD'S, INC. EXPANSION PROJECT IN THE VILLAGE OF SUNBURY:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program, and Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Oberfield's, Inc. desires to undertake an expansion project in the Sunbury Industrial Park, in the Village of Sunbury, that is estimated to result in \$3,500,000 in new real property improvements, \$2,000,000 in new personal property investment, and between 5 – 10 new full-time equivalent job opportunities, of which a minimum of 51% must be provided to qualifying low-moderate income (LMI) individuals; and

WHEREAS, assistance is required for the construction of public roadway intersection infrastructure improvements at the U.S. Route 36 / State Route 37 and Kintner Parkway entrance to the Sunbury Industrial Park, to support the proposed Oberfield's Inc. economic development expansion project, and without said assistance the proposed project would not be constructed; and

WHEREAS, such assistance for public infrastructure in support of an economic development project creating significant numbers of new LMI jobs is considered a National Objective under the CDBG Program; and

WHEREAS, authorization to utilize the Delaware County RLF for this project was previously approved by the Delaware County Board of Commissioners via Resolution 03-1370.

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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 authorizes the use of the Delaware County Revolving Loan Fund, through a combination of loan and grant funds, in a total amount up to and not to exceed \$60,000, with up to \$10,000 per job created being available, to assist the Oberfield's economic development expansion project and the Village of Sunbury with the cost of constructing public roadway intersection infrastructure improvements at the U.S. Route 36 / State Route 37 and Kintner Parkway entrance to the Sunbury Industrial Park in support of said project in the Village of Sunbury.

Section 2. That 50%, up to \$30,000, of the RLF funds used for constructing said public roadway intersection infrastructure improvements, shall be provided to the Village of Sunbury in the form of a loan to the Village, with a repayment term of ten (10) years at an interest rate of 3%; and 50%, up to \$30,000, of the RLF funds used for constructing said public roadway intersection infrastructure improvements, shall be provided to the Village of Sunbury in the form of a grant to the Village, subject to the Village of Sunbury entering into a RLF Loan / Grant Agreement with the Delaware County Board of Commissioners, and the financial and environmental approval of this RLF loan and grant request by the Ohio Department of Development.

Section 3. Use of these funds is conditioned on Oberfield's Inc. agreeing to construct their proposed expansion project in the Sunbury Industrial Park, in the Village of Sunbury, and create a minimum of 5 – 10 new full-time permanent jobs as part of the proposed expansion project, with a minimum of 51% of these new jobs to be filled by qualifying LMI individuals, and agreeing to follow all applicable CDBG rules and regulations during the project time period, including environmental review clearance, proper procurement procedures and payment of Federal Prevailing Wage Rates, as appropriate.

Section 4. Use of these funds is conditioned on the Village of Sunbury agreeing to follow all applicable CDBG rules and regulations during the construction of the proposed roadway intersection infrastructure improvements, including environmental review clearance, proper procurement procedures and payment of Federal Prevailing Wage Rates, as appropriate.

Section 5. That this resolution shall take effect and be in force immediately after its passage.

Vote on Motion            Mr. Jordan            Aye            Mrs. Martin            Absent    Mr. Ward            Aye

**RESOLUTION NO. 03-1682**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID SUBMITTED BY BRUCE BUILDERS FOR DCHIP PRIVATE HOUSING REHABILITATION:**

It was moved by Mr. Jordan, seconded by Mr. Ward to accept ,award and 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, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware Comprehensive Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County is requesting up to \$350,000 in County RLF funds to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, Bruce Builders, 1856 Alton Rd, Galloway Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 1970 County Rd. 605, Sunbury, Ohio in the amount of \$29,490.00 consistent with the requirements of the Delaware County DCHIP.

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 Steve Garnack, Housing Rehab Specialist, and the homeowner has determined that on the basis of price and experience, Bruce Builders, has submitted the lowest and best bid to provide housing rehabilitation construction services for the DCHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 1970 County Rd. 605, Sunbury, Ohio.

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

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Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mrs. Martin            Absent

**RESOLUTION NO. 03-1683**

**IN THE MATTER OF APPROVING A CONTRACT WITH MOTOROLA CORPORATION FOR THE PURCHASE AND INSTALLATION OF A COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:**

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

WHEREAS, the Delaware County Board of Commissioners requested and received proposals and bids on the purchase and installation of a digital 800 MHz countywide radio system that will provide interoperability among all public safety users, and

WHEREAS, Motorola was identified as the vendor of choice; and

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract with Motorola for the purchase, installation, testing and training of a Countywide digital 800 MHz radio system at a cost of \$11,684,038.00.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the appropriation, purchase order and voucher for account 41111421, Object Code 5450 in the amount of \$1,168,403.80.

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. Jordan            Aye    Mrs. Martin            Absent

There being no further business the meeting adjourned.

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
Deborah B. Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners