

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 20, 2004**

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

PUBLIC COMMENT

RESOLUTION NO. 04-70

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 12, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held January 12, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-71

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0116 AND MEMO TRANSFERS IN BATCH NUMBERS MT0116:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0116, memo transfers in batch numbers MT0116 and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account Number</u> | <u>Amount</u> |
|---------------------------------|-----------------------------------|-----------------------|---------------|
| PO's | | | |
| OH Edison Co. | Electric Utilities/ 4 & 5 | 10011303-5338 | \$ 9,500.00 |
| Saia & Piatt | Public Defender Services | 10011202-530130107 | \$ 75,000.00 |
| Emergency Medical Products Inc. | Medical Supplies | 10011303-5243 | \$ 31,000.00 |
| AEP | Service/Del/Sunbury/Lewis Center | 10011303-5338 | \$ 12,500.00 |
| Step By Step Academy | WRAP Service | 22511608-5348 | \$ 20,250.00 |
| Toddler Inn Child Care | Day Care | 22411606-5348 | \$ 37,500.00 |
| Liberty Community Center | Day Care | 22411606-5348 | \$ 50,000.00 |
| Leslie Kanniard | Day Care | 22411606-5348 | \$ 5,250.00 |
| Noahs Ark Learning Center | Day Care | 22411606-5348 | \$ 16,500.00 |
| Techskills | Client Tuition | 22411603-5350 | \$ 7,000.00 |
| Columbus State | Client Tuition | 22411603-5350 | \$ 10,000.00 |
| LaPetite Academy | Day Care | 22411606-5348 | \$ 5,400.00 |
| LaPetite Academy | Day Care | 22411606-5348 | \$ 5,500.00 |
| LaPetite Academy | Day Care | 22411606-5348 | \$ 79,000.00 |
| Learning Center | Day Care | 22411606-5348 | \$ 5,000.00 |
| Kindercare Inc. | Day Care | 22411606-5348 | \$ 54,000.00 |
| Kindercare Inc. | Day Care | 22411606-5348 | \$ 12,000.00 |
| Letha DeLelles | Day Care | 22411606-5348 | \$ 9,000.00 |
| Don A Del Inc West | Day Care | 22411606-5348 | \$ 9,500.00 |
| Delaware City Schools | Day Care | 22411606-5348 | \$ 15,000.00 |
| Children's World | Day Care | 22411606-5348 | \$ 9,000.00 |
| Children's World | Day Care | 22411606-5348 | \$ 6,500.00 |
| Child Care Unlimited | Day Care | 22411606-5348 | \$ 13,000.00 |
| A Powell Child Care | Day Care | 22411606-5348 | \$ 5,100.00 |
| Buckeye Valley | Day Care | 22411606-5348 | \$ 15,000.00 |
| Vouchers | | | |
| Delaware Co. Historical Society | Grant | 10011102-5601 | \$ 20,000.00 |
| Liberty Twp Fire Dept | Dec 03 Runs | 10011303-5345 | \$ 5,863.00 |
| Emergitech, Inc. | Annual Maintenance Agreement | 21411306-5325 | \$ 18,436.07 |
| Emergitech, Inc. | Annual Maintenance Agreement | 10011304-5325 | \$ 18,436.07 |
| D & W Remodeling & Renovation | ADA Renovation/Radnor Bathroom | 23011710-5365 | \$ 10,000.00 |
| D & W Remodeling & Renovation | ADA Renovation/Radnor Bathroom | 23111709-5365 | \$ 2,979.93 |
| D & W Remodeling & Renovation | ADA Renovation/Radnor Bathroom | 23111709-5365 | \$ 683.15 |
| Verizon North | Ser./Scioto & Orange Sub Stations | 10011105-533033002 | \$ 5,810.01 |
| Upper Valley Medical Center | Cluster | 22511608-5342 | \$ 5,678.00 |
| CCAO SC | Natural Gas Supply | 10011105-533833810 | \$ 9,513.73 |

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

RESOLUTION NO. 04-72

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

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

- Regional Planning - All 3 Commissioners
- Regional Planning Executive Committee - Jim Ward
- Records Commission –Deborah Martin
- Investment Committee - Deborah Martin & Kris Jordan
- Job and Family Services - Deborah Martin & Kris Jordan
- Central Ohio Youth Center (Joint Detention Center) -Jim Ward
- DKMM Solid Waste District - All 3 Commissioners
- EMA/LEPC – Jim Ward
- DKMM Solid Waste District Executive Committee – Jim Ward
- Correction Planning – Jim Ward
- CIC - All 3 Commissioners
- Children's First - Deborah Martin & Kris Jordan
- Standing Technical Committee - Jim Ward
- Data Processing Board – Kris Jordan
- Council for Older Adults - Deborah Martin & Kris Jordan
- Main Street Delaware – Kris Jordan
- Regional Planning Alternate-Dave Cannon
- Chamber of Commerce- Dave Cannon
- Heart of Ohio Resource Conservation and Development– Deborah Martin (Alternate Dave Hall)
- DKMM Policy Board – Kris Jordan
- Local Workforce Investment Board- Deborah Martin & Kris Jordan
- One Stop Employment–Deborah Martin & Kris Jordan
- WIB Youth Council – Deborah Martin & Kris Jordan
- Community Action Organization- Deborah Martin
- Delaware-Knox-Marion-Morrow County WIB- Deborah Martin, Kris Jordan & Jim Ward
- Railroad Task Force-Kris Jordan
- Domestic Violence Task Force-Deborah Martin
- DKMM Budget Committee - Deborah Martin
- Regional Connection- Deborah Martin
- North West Toolkit-Deborah Martin
- 1000 Friends-Deborah Martin
- 7th Area Board- Deborah Martin
- C.C. Consortium- Deborah Martin, Jim Ward and Kris Jordan

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

RESOLUTION NO. 04-73

IN THE MATTER OF GRANTING THE ANNEXATION PETITION 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 approve the following resolution:

Whereas on December 17, 2004 the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Kenneth L. Young Esq., agent for the petitioners, of 3.308 Acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 3.308 Acres, more or less, in Liberty Township to the City of Powell.

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

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RESOLUTION NO. 04-74

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JILL STEMEN TANGEMAN ESQ., REQUESTING ANNEXATION OF 4.86 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Jordan, seconded by Mr. Ward to acknowledge that on January 13, 2004, the Clerk to the Board of Commissioners received an annexation petition request to annex 4.86 acres from Orange Township to the City of Columbus.

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

RESOLUTION NO. 04-75

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Sharon Lloyd attend a Workforce Investment Group in Springfield, Ohio January 16, 2004, at the cost of \$10.00.

The Administrative Services Department is requesting that Kevin Williams attend a Ohio Public Employer Labor Relations Association Training in Newark, Ohio February 1 to 3, 2004, at the cost of \$283.00.

The Emergency Services Department is requesting that Todd Barstow attend a Introduction to ARC-GIS in Delaware, Ohio January 27 to 28, 2004, at the cost of \$100.00.

The Economic Development Department is requesting that Dottie Brown attend a Community Assessment Strategy Training in Dublin, Ohio January 29, 2004, at no Cost.

Code Compliance is requesting that Ken Bruen, Ric Irvine, Duane Matlack, Ross Bigelow, Joe Scherler, Roger Adkins, Ed Spicer, and Chris Bean attend an Ohio Building Officials Association and Central Ohio Code officials Conference in Columbus, Ohio January 26 to 27, 2004, at the cost of \$1,560.00.

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

RESOLUTION NO. 04-76

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Kenneth Rosenbaum 1 Class \$280.00

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

RESOLUTION NO. 04-77

IN THE MATTER OF APPROVING PLATS FOR TWIN ACRES; GRAND OAK SECTION 2, PHASE B AND CUMORAH COURT AND DITCH MAINTENANCE PETITIONS FOR STONE'S THROW AND TWIN ACRES SUBDIVISIONS:

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

Twin Acres

Situated In The Township Of Genoa, County Of Delaware, State Of Ohio And Being Reserve "B", Reno Ferguson Addition No. 3, Plat Book 7, Page 191. Being A Subdivision Of 5.714 Acres, Being All Of An Original 5.716 Acre Tract Owned By Pettit Construction Company As Recorded In Official Record Volume 385, Page 1918 In Delaware County Recorder's Office. Cost \$6.00.

Grand Oak Section 2, Phase B

Situated In The State Of Ohio, County Of Delaware And Containing 52.494 Acres Of Land, More Or Less, Said 52.494 Acres Being In The Township Of Genoa And In Farm Lot A And Farm Lot B, Quarter Township 2, Township 3, Range 17 United States Military Lands, Said 52.494 Acres Also Being Part Of That Tract Of Land Conveyed To Centex Homes By Deed Of Record In Official Record 92, Page 1349, And Part Of Those Tracts Of

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Land Conveyed To Webb Ventures V, Ltd. By Deed Of Record In Official Record 82, Page 907, And Official Record 92, Page 1330, Recorder's Office, Delaware County, Ohio. Cost \$99.00.

Cumorah Court

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, And Being Part Of Farm Lot 20, Section 1, Township 3 North, Range 19west, United States Military Lands, And Being 5.017 Acres Of That Original 42.467 Acre Tract As Conveyed To Dimon R. Mcferson And Darlene Mcferson By Deed Of Record In Official Record Volume 4, Page 1436, Records Of The Recorder's Office, Delaware County, Ohio. Cost \$9.00.

Ditch Maintenance Petition- Stone's Throw

We the undersigned owners of 17.988 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Stone's Throw** 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 **Stone's Throw** Subdivision.

The cost of the drainage improvements is \$ 70,126.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Seven (7) 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, \$ 10,018.00 per lot. An annual maintenance fee equal to 2% of this basis \$200.36 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 \$ _____ has been paid to Delaware County.

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

Ditch Maintenance Petition-Twin Acres

We the undersigned owners of 5.7 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Twin Acres** 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 **Twin Acres** Subdivision.

The cost of the drainage improvements is \$ 17,675.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Two (2) 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, \$8,837.50 per lot. An annual maintenance fee equal to 2% of this basis \$ 176.75 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 \$ _____ has been paid to Delaware County.

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

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

RESOLUTION NO. 04-78

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IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR ROAD DITCH SETBACK FOR HARTFORD ROAD AND SHERMAN LAKES OFFSITE WATER LINE:

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

Road Ditch Setback for Hartford Road

**SUBDIVIDER'S AGREEMENT
FOR
DRAINAGE IMPROVEMENTS**

THIS AGREEMENT made and entered into this 20th day of January 2004, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **B-4 LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**Road Ditch Setback for Hartford Road**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SIX THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS (\$6,575)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **SIX HUNDRED DOLLARS (\$600.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2004**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Sherman Lakes Offsite Water Line

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 20th day of January 2004, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **T&R PROPERTIES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**SHERMAN LAKES OFFSITE WATER LINE**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the

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completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and the current “**Subdivision Regulations of Delaware County, Ohio**”.

4. The **SUBDIVIDER** agrees that monies necessary to pay the cost of inspection by the **Delaware County Engineer** will be taken from the Inspection Account of **Sherman Lakes Section 2**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.

5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.

7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2004**.

8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.

9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

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

11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

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

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

RESOLUTION NO. 04-79

IN THE MATTER OF APPROVING A CORRECTION TO TOWNSHIP ROAD NUMBER 757, CARLA DRIVE IN CROSS CREEK PHASE 2B:

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

Cross Creek Phase 2B

At your December 15, 2003 meeting, your Board accepted this office’s recommendation to place the improvements made for the referenced subdivision onto the public system. Since that time it has been brought to our attention that an error was made in the amount of mileage to be accepted for **Township Road Number 757, Carla Drive**. The Engineer’s request was to accept an addition of 0.11 mile which is actually the new **total** inventory length. The new mileage to be accepted with this phase of the subdivision should be 0.03 mile. The Engineer request that your journals be changed to reflect this correct mileage and that the Orange Township Trustees be notified of your action.

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

RESOLUTION NO. 04-80

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR GRAND OAK SECTION 2, PHASE B:

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

Grand Oak Section 2, Phase B

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 **\$43,500**, and two bonds totaling that amount are available to cover the bonding of this project.

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

RESOLUTION NO. 04-81

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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 |
|----------|-------------------|----------------------------------|--|
| U04005 | Sprint Verizon | Various locations Africa Road | Blanket permit for replacing buried service wire Place buried cable |

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

RESOLUTION NO. 04-82

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE AGREEMENT BETWEEN MARY VIRGINIA MCCLEOD AND THE DELAWARE COUNTY COMMISSIONERS:

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

CONTRACT OF SALE AND PURCHASE

This AGREEMENT, entered into on the below date by and between Mary Virginia McCleod, Widow hereinafter (if more than one, collectively) called the OWNER (and, if applicable, the undersigned spouse(s) of the seller(s), which spouse(s) hereby agree(s) to relinquish and release to the purchaser herein all right, interest and expectancy of dower in the hereinafter described real property); and the Board of County Commissioners of Delaware County, hereinafter called the PURCHASER.

WITNESSETH: In consideration of the mutual promises, agreements and covenants herein contained:

1. Purchaser promises and agrees to pay to said Owner the total sum of One Hundred Eighty Thousand and 00/100 Dollars (\$ 180,000.00) which total sum to be paid the owner pursuant to this contract shall constitute the entire compensation for:
 - (A) The real property to be conveyed, including all fixtures;
 - (B) For damages to any residual lands of the owner;
 - (C) For owner's covenants herein;
 - (D)
 - (E) And for any supplemental instruments necessary for transfer of title.

It is understood and agreed that the Owner is responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is the earlier date. Owner is also responsible for all future installments of special assessments levied and assessed against said real property, whether these special assessments have or have not been certified to the county auditor for collection provided those installments are a lien on said real property at the date of transfer. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after such taxes, assessments, etc. are discharged, shall be refunded to the Owner and any deficiency shall be the responsibility of the Owner.

2. Owner agrees to sell and convey, upon the fulfillment of all the obligations and terms of this AGREEMENT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the real property in fee simple, or if otherwise specified, the rights or estate in the real property, as described in Exhibit A, attached hereto which is incorporated herein and made a part hereof as if fully rewritten herein, together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon and all fixtures of every nature now attached to or used with said land, buildings, and improvements including, but not limited to, all heating, hot water, air conditioning, plumbing, and attached electrical fixtures with bulbs or tubes, window shades, Venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors and shrubbery and trees.

3. Owner further agrees to release to said Purchaser, its successors and assigns, any and all abutters rights, including access rights, appurtenance to any remaining lands of the owner of which the above described real property now forms a part, in, over, from and to the real property described in Exhibit A hereof. (this paragraph applies to limited access parcels only.)

4. Owner further agrees to execute supplemental instruments necessary for the construction and maintenance of said highway project, over, across, and upon the real property described in Exhibit A.

5. Owner further agrees to convey said real property as herein set forth, with release of dower, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning restrictions and public utility easements of record.

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6. Owner further agrees to assist wherever possible to procure, record and deliver to the Purchaser releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying said premises, and all assessment claims against said real property.

7. Owner also agrees that he will not change the existing character of the land, or alter, remove, destroy or change any structure or structures located on the above described property. In the event any damage, change, alteration or destruction occurs to said real property or the structure or structures thereon, resulting from any cause whatsoever, prior to the date possession is surrendered to the Purchaser, the Owner agrees to restore it to the condition it was in at the time of the execution of this agreement by the Owner, or to accept the purchase price consideration, hereinabove stated, less the cost of such restoration. In case the Owner refuses to restore it to the condition it was in at the time of the execution of this Agreement by the Owner, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this agreement by written notice to said Owner.

8. Prior to acceptance by the Purchaser, the execution of this Agreement by the Owner shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this Agreement by the Purchaser within said period, it shall constitute a valid and binding Agreement of Sale and Purchase.

9. Owner agrees that the Purchaser may designate an escrow agent who shall act in behalf of both parties in connection with the consummation and closing of this Agreement which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Owner by the Purchaser that Purchaser is ready to close. Closing shall be on or before January 30, 2004.

10. Physical possession of Owner-occupied structures or the Owner-occupied portion of said structure, as herein described shall be surrendered to the Purchaser within thirty (30) days after payment is tendered. Physical possession may be surrendered earlier when agreed to by both parties in writing. Said Owner agrees that the Purchaser may withhold in escrow from the purchase price the sum of na Dollars (\$ na) to ensure that the property will be vacated on or before the thirty (30) days mentioned above and be surrendered to the Purchaser in the condition as the time of the execution of this Agreement, whereupon said \$ na shall be immediately paid to the Owner. If property is still occupied thirty (30) days after payment is tendered a rental agreement will be entered into whereupon said \$ na shall immediately be paid to said Owner. In the event Owner fails to enter into a rental agreement on or before said thirty (30) days, Purchaser may retain all or part of said escrowed monies to cover a reasonable rental for said holdover period as well as an amount to cover taxes, assessments, and any costs of restoration necessary to put the property in the same condition as it was at the time of execution of this Agreement.

11. Physical possession of vacant land and vacant structures shall be surrendered no later than the date payment is tendered. Control of tenant occupied property shall be assumed by the purchaser on the date payment is tendered and Purchaser will collect all rents thereafter. Any prepaid rent shall be prorated to the date payment is tendered.

12. This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors and assigns.

Exhibit A
Description Of A 1.326-Acre Tract
Street Address of Property 6233 Tussic Street Road, Westerville, Ohio 43081

Situated In The State Of Ohio, County Of Delaware, And The Township Of Genoa, Being Part Of Lot No.3 In The Fourth Quarter Township No. 3, Range No.17, U.S.M Lands, Also Being Part Of A 15.75 Acre Tract (Parcel No. 2) Conveyed To Galen E. And Mary V. McCleod, As The Same Is Shown Of Record In Deed Book No. 268, Page No.22 And Deed Book Vol. 205 Page 343, In The Records Of The Recorder's Office, Delaware County, Ohio.

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

RESOLUTION NO. 04-83

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Hironori Kobayahsi, has moved from a part-time to a full-time Paramedic with the EMS Department; Effective date January 26, 2004.

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

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RESOLUTION NO. 04-84

**IN THE MATTER OF ACCEPTING A PUBLIC EDUCATION GRANT FOR DELAWARE COUNTY
EMERGENCY SERVICES:**

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

WHEREAS, Delaware County provides public relations and education information on the vital community services provided by the Emergency Medical Service, 9-1-1 and the Office of Homeland Security and Emergency Management, and;

WHEREAS, the WAL-MART Foundation, as part of their Safe Neighborhood Heroes Program, has offered a grant of \$1,600.00 to Delaware County Emergency Services to provide public education of Emergency Services to the residents of the County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance of this grant award by Delaware County Emergency Services for a total amount of \$1,600.00 for the purpose of improving the public relations and education programs for EMS, 9-1-1 and OHSEM.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the appropriation of these funds as follows:

| | | | | |
|------------------|---|------|---|------------|
| Account 21411306 | - | 5317 | - | \$1,600.00 |
|------------------|---|------|---|------------|

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

| | | | | | | |
|----------------|----------|-----|------------|-----|-------------|-----|
| Vote on Motion | Mr. Ward | Aye | Mr. Jordan | Aye | Mrs. Martin | Aye |
|----------------|----------|-----|------------|-----|-------------|-----|

RESOLUTION NO. 04-85

**SETTING DATE AND TIME FOR A PUBLIC HEARING TO CONSIDER THE REQUEST BY ABSOLUTE
IMPRESSIONS, INC. FOR A DELAWARE COUNTY REVOLVING LOAN (RLF):**

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

Whereas, a public hearing will be held on **Monday, February 9, 2004, at 9:40 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio.

| | | | | | | |
|----------------|-------------|-----|------------|-----|----------|-----|
| Vote on Motion | Mrs. Martin | Aye | Mr. Jordan | Aye | Mr. Ward | Aye |
|----------------|-------------|-----|------------|-----|----------|-----|

RESOLUTION NO. 04-86

**SETTING BID OPENING DATE AND TIME FOR JANITORIAL SERVICES FOR THE DELAWARE
COUNTY WOLF BUILDING (149 N. SANDUSKY STREET) AND THE ONE STOP SHOP (12-B TROY
ROAD):**

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

**PUBLIC NOTICE
INVITATION TO BID**

Notices to bidders are posted on the Internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, February 9, 2004**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for janitorial services for the Delaware County Wolf Building, 149 N. Sandusky Street and the One Stop Shop, 12-B Troy Road.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$250 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours. Bid specifications are also available over the internet at <http://www.demandstar.com>.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope

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marked "Sealed Bid for Janitorial Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 04-87

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE DISPOSAL, PRIVATE SALE, OR INTERNET AUCTION OF CERTAIN PERSONAL PROPERTY:

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

| Office/Dept. | Asset No. | Manufacturer | Model/Description | Serial No. | Condition |
|-----------------------|------------|--------------|----------------------------------|-------------------|-----------|
| Building Regulations | | | | | |
| | 4810310013 | Ford | 93' Crown Vic Police Interceptor | 2FACP71W5PX170926 | Poor |
| | 4811010046 | Ford | 92' Crown Vic Police Interceptor | 2FACP72WXNX194621 | Poor |
| | 4810310033 | Ford | 96' Crown Vic Police Interceptor | 2FALP71W7TX134343 | Poor |
| Job & Family Services | | | | | |
| | 4810310010 | Ford | 92' Crown Vic Police Interceptor | 2FACP72W3NX232125 | Poor |
| Maintenance | | | | | |
| | | Wheel Horse | 312-8 Garden Tractor | | Poor |
| | 4901160010 | John Deere | 14SB 21" Push Mower | GX14SBF439995 | Poor |
| Sheriff's Office | | | | | |
| | 000852 | Ricoh | FT5535 | A369 | Poor |
| | Various | Misc. | Computer Equipment | | Poor |

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, declare the above personal property obsolete, unfit, or not needed for public use and the fair market value of each item listed is less than \$2,500.00 and authorize the disposal, private sale, or internet auction as set by the Ohio Revised Code Section 307.12.

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

RESOLUTION NO. 04-88

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FROM BUILD-MOR, INC. FOR ABOVEGROUND FUEL TANKS FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received a total of five bids for aboveground fuel tanks for Delaware County on January 12, 2004. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Build-Mor, Inc. has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Build-Mor, Inc. for aboveground fuel tanks for Delaware County.

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

RESOLUTION NO. 04-89

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR BISHOPSGATE CONDOMINIUMS AND EAGLE TRACE SECTION 3, PART 1:

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

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| | | | | | | |
|--------------------------------------|----------------------------|------------|-------------|-----|----------|-----|
| Bishopsgate Condominiums | 1,955 feet of 8 inch sewer | 9 manholes | | | | |
| Eagle Trace Section 3, Part 1 | 1,665 feet of 8 inch sewer | 9 manholes | | | | |
| Vote on Motion | Mr. Jordan | Aye | Mrs. Martin | Aye | Mr. Ward | Aye |

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners