

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 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

8:00 AM Prosecutor Session

8:30 AM Executive Session

RESOLUTION NO. 03-1557

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn into Executive Session at 8:42AM.

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

RESOLUTION NO. 03-1558

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn out of Executive Session at 8:50AM.

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

RESOLUTION NO. 03-1559

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 Mrs. Martin to adjourn into Executive Session at 8:51AM.

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

RESOLUTION NO. 03-1560

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

PUBLIC COMMENT

RESOLUTION NO. 03-1561

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 4, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held December 4, 2003 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. 03-1562

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR125:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMNAPR125 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's MKC Associates Inc.	Architecture Eng Planning Jail	40411414-5410	\$ 200,000.00

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

OH Technical Services Inc.	Private Rehab/Ruth Bennett	23111709-5365	\$	34,770.00
Tyeveco Inc.	Private Rehab/C. Huffman	23111709-5365	\$	32,773.00
Tyeveco Inc.	Private Rehab/Barb Osborne	23111709-5365	\$	34,747.62

Increases

Starr Commonwealth	Board & Care	22511607-5350	\$	5,000.00
Oasis Therapeutic	Residential Treatment	22511607-5342	\$	5,000.00
Boys Village	Residential Treatment	22511607-5342	\$	95,500.00
Today's Learning Child	Child Care	22411606-5348	\$	4,500.00
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$	105,000.00

Vouchers

Rhodes Heating and Air	Heat & Air for 149	40111402-5410	\$	9,873.44
All American Heating	HVAC for 149	40111402-5410	\$	12,929.36
Lehner Excavating, Inc.	Ostrander Storm Drainage	23111709-5365	\$	8,571.96
Marathon Ashland Petroleum	Fuel Facilities Mgmt	10011106-522822801	\$	5,234.97

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

RESOLUTION NO. 03-1563

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 18.282 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

Whereas on November 4, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by William D. Fergus Jr., agent for the petitioners, of 18.282 Acres, more or less, in Delaware Township to the City of Delaware.

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 Delaware or the Township of Delaware.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 18.282 Acres, more or less, in Delaware Township to the City of Delaware.

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

RESOLUTION NO. 03-1564

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, HARRISON W. SMITH JR., REQUESTING ANNEXATION OF 5.461 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Jordan, seconded by Mrs. Martin to acknowledge that on December 4, 2003, the Clerk to the Board of Commissioners received an annexation petition request to annex 5.461 acres from Liberty Township to the City of Powell.

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

RESOLUTION NO. 03-1565

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Angela Thomas and Jackie Culburtson attend a Fiscal Management Meeting in Knox County December 5, 2003, at the cost of \$30.00.

The CSEA Department is requesting that Christine Dobrovich attend a Continuing Legal Education Seminar on Ethics in Columbus, Ohio December 31, 2003, at the cost of \$140.00.

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

RESOLUTION NO. 03-1566

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

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

Transfer of Appropriations		Amount
10031303-5001 Sheriff Jail/Compensation	10031303-5294 Sheriff Jail/Food Supplies	\$10,000.00
10031301-5238 Sheriff Deputies/Safety and Security	10031303-5294 Sheriff Jail/Food Supplies	\$7,000.00
Supplemental Appropriation		
10031302-5345	Sheriff/Prisoner Transport	\$25,050.75
Vote on Motion	Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye	

RESOLUTION NO. 03-1567

IN THE MATTER OF AUTHORIZING THE PURCHASE OF DATA PROCESSING EQUIPMENT FOR THE PROSECUTOR'S OFFICE:

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

Description:

3 Computers and Software \$3,747.00

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

RESOLUTION NO. 03-1568

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE AUDITOR'S OFFICE:

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

Transfer of Appropriation		Amount
20110105-5301 REA/Profession Services	20110105-5260 REA/Materials & Supplies	\$ 6,100.00
20410301-5308 Dog & Kennel Auditor/Membership Fees	20410301-5250 Dog & Kennel Auditor/Minor Tools	\$ 200.00
Vote on Motion	Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye	

RESOLUTION NO. 03-1569

IN THE MATTER OF APPROVING PLATS FOR SCIOTO RESERVE SECTION 1, PHASE 7; SCIOTO RESERVE SECTION 1, PHASE 8; VILLAGES OF OAK CREEK PHASE 12; NORTH ORANGE SECTION 3, PHASE 2, PART A; SUGARWOODS SUBDIVISION; ABBEY KNOLL SECTION 4, PHASE A AND SCIOTO RESERVE SECTION 4, PHASE 11 AND DITCH MAINTENANCE PETITION FOR NORTH ORANGE SECTION 2, PHASE 3, PARTS A & B AND NORTH ORANGE SECTION 3, PHASE 2, PART A:

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

Scioto Reserve Section 1, Phase 7

Situated In The State Of Ohio, County Of Delaware, Township Of Concord Lying In Farm Lots 11 And 12, Section 2, Township 3 North, Range 19 West, United States Military Lands, Containing 11.777 Acres, More Or Less, Of Which (2.200 Acres Are In Farm Lot 12, And 9.577 Acres In Farm Lot 13), And 2.294 Acers Of Right-Of-Way Area, Said 11.777 Acres Being Out Of The 29.817 Acre Tract Conveyed To Joshua Investment Company, By Deed Of Record In Official Record 44, Page 1429, Records Of The Recorder's Office, Delaware County, Ohio. Cost \$96.00

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

Scioto Reserve Section 1, Phase 8

Situated In The State Of Ohio, County Of Delaware, Township Of Concord Lying In Farm Lots 11 And 12, Section 2, Township 3 North, Range 19 West, United States Military Lands, Containing 9.804 Acres, More Or Less, Of Which (0.037 Acres Are In Farm Lot 11, And 9.767 Acres In Farm Lot 12), And 1.588 Acres Of Right-Of-Way Area, Said 9.804 Acres Being Out Of The 29.817 Acre Tract Conveyed To Joshua Investment Company, By Deed Of Record In Official Record 44, Page 1429, Records Of The Recorder's Office, Delaware County, Ohio. Cost \$81.00

Villages Of Oak Creek Phase 12

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Being Part Of Farm Lots 26, 27 And 28 Of Section 3, Township 3, Range 18, United States Military District, Containing 8.316 Acres, More Or Less, Including 1.423 Acres Of Right-Of-Way Area, (0.129 Acre Are In Farm Lot 26, 5.242 Acres Are In Farm Lot 27, And 2.945 Acres Are In Farm Lot 28), Said 8.316 Acres Being Out Of The 50.971 Acre Tract Conveyed To Homewood Corporation, An Ohio Corporation, By Deed Of Record In Official Record 0583 Pages 781, 782 And 783, Records Of The Recorder's Office, Delaware County, Ohio. Cost 87.00.

North Orange Section 3, Phase 2, Part A

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, Located In Part Of Farm Lot 2 Section 2, Township 3, Range 18, United States Military Lands, Being A 2.682 Acre Subdivision, There Being 1.076 Acres Out Of An Original 92.987 Acre Tract Conveyed As Parcel 1 To Planned Communities, LLC As Recorded In Official Record Volume 69, Pages 217, Official Record Volume 69, Page 221 (An Undivided 1/6 Interest), Official Record Volume 69, Page 225, Official Record Volume 69, Page 229 (An Undivided 1/6 Interest), And Being 1.606 Acres Out Of An Original 3.050 Acre Tract Conveyed To Planned Communities, LCC As Recorded In Official Record Volume 99, Page 2296, All References Being To The Records Of The Recorder's Office, Delaware County, Ohio. Cost \$3.00.

Sugarwoods Subdivision

Situated In The Township Of Concord, County Of Delaware, State Of Ohio, And Township Of Jerome, County Of Union, State Of Ohio, Located In Part Of Virginia Military Survey 2365, Being A Subdivision Of A 7.134 Acre Tract (There Being 2.196 Acres In Jerome Township, Union County And 4.938 Acres In Concord Township, Delaware County) As Conveyed To Dodson Family Limited Partnership In Deed Book 655, Page 623, (Delaware County) And Official Record 157, Page 699, (Union County), Ohio. Cost \$9.00.

Abbey Knoll Section 4, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Orange And In Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, Containing 8.959 Acres Of Land, More Or Less, Said 8.959 Acres Being Comprised Of A Part Of Each Of Those Tracts Of Land Conveyed To Rockford Homes, Inc. By Deeds Of Record In Official Record 89, Page 1030 (7.252 Acres) And Official Record 194, Page 1018 (1.707 Acres), Recorder's Office, Delaware County, Ohio. Cost \$63.00

Scioto Reserve Section 4, Phase 11

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Farm Lot 20, Section 2, Township 3, Range 19 West, United States Military Lands, Containing 20.694 Acres, More Or Less, Including 4.018 Acres Of Right-Of-Way Area, Said 20.694 Acres Being Out Of The 221.136 Acre Tract Conveyed To Home Road Ltd. In Deed Volume 672 At Page 284, Of Record In The Office Of The Delaware County Recorder. Cost \$168.00

Ditch Maintenance Petition- North Orange Section 2, Phase 3, Parts A & B And North Orange Section 3, Phase 2, Part A

We the undersigned owners of 36.237 acres in Orange Township, Delaware County, Ohio propose to create a subdivisions known as **North Orange Section 2, Phase 3, Part A (16.115 Acres), North Orange Section 2, Phase 3, Part B (17.440 Acres) And North Orange Section 3, Phase 2, Part A (2.682 Acres)** as evidenced by the attached subdivision plats (Exhibit "A" which is available at the County Engineer's Office). The plats for **North Orange Section 2, Phase 3, Part A And North Orange Section 3, Phase 2, Part A** have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. The plat for **North Orange Section 2, Phase 3, Part B** has been submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to these subdivisions 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

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

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.

The cost of the drainage improvements is \$245,585.50 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. Sixty-seven (67) lots are created in these plats 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, \$3,665.46 per lot. An annual maintenance fee equal to 2% of this basis \$73.31 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,911.71 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. 03-1570

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR SCIOTO RESERVE SECTION 4, PHASE 11, PART A; SCIOTO RESERVE SECTION 4, PHASE 11, PART B; SHERMAN LAKES SECTION 1, PHASE A; SHERMAN LAKES SECTION 1, PHASE B AND WALNUT GROVE ESTATES SECTION 1:

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

Scioto Reserve Section 4, Phase 11, Part A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 8th day of December, 2003 between **HOME ROAD LTD.** as evidenced by the **SCIOTO RESERVE SECTION 4, PHASE 11, PART A** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** has to executed bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 11/14/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

The **SUBDIVIDER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that the **SUBDIVIDER** has deposited **TWENTY-NINE THOUSAND THREE HUNDRED SIXTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

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

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

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

CONSTRUCTION

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

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

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

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

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

Scioto Reserve Section 4, Phase 11, Part B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 8th day of December, 2003 between **HOME ROAD LTD.** as evidenced by the **SCIOTO RESERVE SECTION 4, PHASE 11, PART B** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** has to executed bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 11/14/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

The **SUBDIVIDER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

It is further agreed that the **SUBDIVIDER** has deposited **TWELVE THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

CONSTRUCTION

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

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

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

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

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

Sherman Lakes Section 1, Phase A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 8th day of December 2003, between **T&R PROPERTIES**, as evidenced by the **SHERMAN LAKES SECTION 1, PHASE A** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 11/18/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

ROADWAY AND STORM DRAINAGE

It is further agreed that the **SUBDIVIDER** has deposited **TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

Sherman Lakes Section 1, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 8th day of December 2003, between **T&R PROPERTIES**, as evidenced by the **SHERMAN LAKES SECTION 1, PHASE B** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 11/18/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

ROADWAY AND STORM DRAINAGE

It is further agreed that the **SUBDIVIDER** has deposited **SEVEN THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

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

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

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

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

Walnut Grove Estates Section 1

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 8th day of December 2003, between **WALNUT GROVE ESTATES, INC.**, as evidenced by the **WALNUT GROVE ESTATES SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 11/10/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FORTY-ONE THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 03-1571

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR GRAND OAK SECTION 2, PHASE A; COVINGTON MEADOWS SECTION 3 AND MILLS ROAD RELOCATION:

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

Grand Oak Section 2, Phase A

The roadways to be accepted are as follows:

- An addition of 0.13 mile to **Township Road Number 1336, Dorshire Drive**
- An addition of 0.12 mile to **Township Road Number 1339, Braymoore Drive**
- **Grandmere Boulevard**, to be known as **Township Road Number 1388**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Covington Meadows Section 3

The roadways to be accepted are as follows:

- An addition of 0.20 mile to **Township Road Number 981, Covington Meadows Drive**
- An addition of 0.02 mile to **Township Road Number 1281, Covington Meadows Court**
- **Covington Springs Court**, to be known as **Township Road Number 1387**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Mills Road Relocation

The roadway to be accepted is as follows:

- An addition of 0.13 mile to **Township Road Number 986, Eagle Creek Lane**

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

RESOLUTION NO. 03-1572

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR GRAND OAK SECTION 2, PHASE A; COVINGTON MEADOWS SECTION 3 AND MILLS ROAD RELOCATION:

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

It was moved by Mrs. Martin, seconded by Mr. Jordan to establish stop conditions for the following:

Stop Conditions –Grand Oak Section 2, Phase A

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

- On Township Road Number 1336, Dorshire Drive, at its intersection with Township Road Number 1388, Grandmere Boulevard
- On Township Road Number 1388, Grandmere Boulevard, at its intersection with Township Road Number 109, Big Walnut Road
- On Township Road Number 1388, Grandmere Boulevard, at its intersection with Township Road Number 1339, Braymoore Drive

Stop Conditions – Covington Meadows Section 3

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

- On Township Road Number 981, Covington Meadows Drive, at its north intersection with County Road Number 13, Worthington Road
- On Township Road Number 1387, Covington Springs Court, at its intersection with Township Road Number 981, Covington Meadows Drive

Stop Conditions –Mills Road Relocation

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

- On Township Road Number 986, Eagle Creek Lane, at its intersection with County Road Number 150, Mills Road

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

RESOLUTION NO. 03-1573

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SCIOTO RESERVE SECTION 1, PHASE 7; SCIOTO RESERVE SECTION 1, PHASE 8 AND SHEFFIELD PARK SECTION 1:

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

Scioto Reserve Section 1, Phase 7

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2004 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$30,680** for the duration of the one year maintenance period. A Bond in that amount is available.

Scioto Reserve Section 1, Phase 8

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2004 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$27,980** for the duration of the one year maintenance period. A Bond in that amount is available.

Sheffield Park Section 1

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2004 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$156,489** for the duration of the one year maintenance period. A Bond and Letter of Credit totaling that amount are in place. The Engineer also request approval to return the Bond being held as construction surety to the developer, Centex Homes.

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

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

RESOLUTION NO. 03-1574

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR NORTH ORANGE SECTION 3, PHASE 2, PART A AND ABBEY KNOLL SECTION 4, PHASE A:

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

North Orange Section 3, Phase 2, Part A

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 **\$222,176.30** and a Letter of Credit in that amount is available to cover the bonding of this project.

Abbey Knoll Section 4, Phase A

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 **\$326,137.25** and a Bond in that amount is available to cover the bonding of this project.

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

RESOLUTION NO. 03-1575

IN THE MATTER OF RELEASING MAINTENANCE BONDS FOR GOLF VILLAGE SECTION 3, PHASE B; GOLF VILLAGE SECTION 4, PHASE A AND GOLF VILLAGE SECTION 4, PHASE B:

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

Golf Village Section 3, Phase B

The Engineer has advised the City of Powell that the above referenced project is ready to be placed onto their public system. However, as the original agreement was with your Board, your approval is needed to return the Bond being held as maintenance surety for this project. The Engineer, therefore, request approval to return this Bond to the developer, Centex Homes.

Golf Village Section 4, Phase A

The Engineer has advised the City of Powell that the above referenced project is ready to be placed onto their public system. However, as the original agreement was with your Board, your approval is needed to return the Bond being held as maintenance surety for this project. The Engineer, therefore, request approval to return this Bond to the developer, Centex Homes.

Golf Village Section 4, Phase B

The Engineer has advised the City of Powell that the above referenced project is ready to be placed onto their public system. However, as the original agreement was with your Board, your approval is needed to return the Bond being held as maintenance surety for this project. The Engineer, therefore, request approval to return this Bond to the developer, Centex Homes.

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

RESOLUTION NO. 03 -1576

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

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

Permit #	Applicant	Location	Type of Work
U03180	Columbia Gas	Attucks Drive	Install gas main
U03182	Ohio Edison	Merchant Road	Remove pole & overhead wires; install A/G
U03183	Suburban Natural Gas	Estates of Glen Oak 2	Lay gas main
U03184	Suburban Natural Gas	Abbey Knoll Section 4	Lay gas main

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

U03185	Suburban Natural Gas	Oaks at Highland Lakes 5	Install gas mains
U03186	Suburban Natural Gas	Edgebrook Drive	Install gas mains
U03187	Suburban Natural Gas	Crescent Drive	Install gas main
U03188	Columbia Gas	Highland Lakes East 15	Install gas main

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

RESOLUTION NO. 03-1577

IN THE MATTER OF AUTHORIZING THE PURCHASE OF DATA PROCESSING EQUIPMENT FOR THE ENGINEER'S OFFICE:

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

Description:
ArcView 8.3 Software

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

RESOLUTION NO. 03-1578

IN THE MATTER OF APPROVING A PERMANENT EASEMENT, ESTABLISHING A MAINTENANCE ACCOUNT AND APPROVING ASSESSMENTS FOR THE ZIMMERMAN DITCH:

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

Name: Zimmerman County Ditch

Organization: 21911401

Account: 0317

Amount: \$3,202.48

Total Construction Assessment (Including Construction and Maintenance) \$35,457.76

Easement Description:

Commencing at the point of intersection of the Zimmerman ID #0317 subsurface drain and the south road right of way of Gorsuch road and terminating approximately 250 feet south of the Razek/Bishop parcel line at the confluence of the adjoining water course.

- Points A to B: 18 feet right of subsurface drain
 22 feet left of subsurface drain
 - Points C to D: 20 feet right of the storm drain
 20 feet left of the storm drain
 - Points D to E: 25 feet right of top bank
 22 feet left of top bank
 - Points F to C 5 feet south of Mayfair drive right of way
- Map available at Engineer's Office

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

RESOLUTION NO. 03-1579

IN THE MATTER OF APPROVING A PERMANENT EASEMENT, ESTABLISHING A MAINTENANCE ACCOUNT AND APPROVING ASSESSMENTS FOR THE WILSON, ROSSO, LOWE JOINT COUNTY DITCH:

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

Name: Wilson, Rosso, Lowe Joint County Ditch

Organization: 21911401

Account: 0318

Amount: \$718.43

Total Construction Assessment (Including Construction and Maintenance) \$1,898.34.

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

Easement Description:

Commencing at the intersection of the Wilson-Rosso-Lowe ID# 0318 subsurface drain and the north right of way of Mills Road and terminating approximately 200 feet west of the Rosso/Lowe parcel line at the confluence of the adjoining watercourse.

Points A to B: 23 feet right of subsurface drain
17 feet left of subsurface drain
Points D to E: 25 feet right of top bank
25 feet left of top bank

Map available at Engineer's Office

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

RESOLUTION NO. 03-1580

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

Transfer of Appropriation		Amount
From	To	
10016101-5375	10016101-5801	\$36,000.00
Board of Elections/Settlement Services	Board of Elections/Transfers	
Transfer of Funds		
From	To	
10016101-5801	23916102-4601 Interfund Revenue	\$36,000.00
Board of Elections/Transfers	Help America Vote/Revenue	
Supplemental Appropriation		
23916102-5260	Help America Vote/Inventoried Tools	\$35,801.00
23916102-5450	Help America Vote/Machinery & Equip	\$7,500.00
23916102-5301	Help America Vote/Professional Services	\$14,000.00

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

RESOLUTION NO. 03-1581

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY'S HOUSING IMPROVEMENT PROGRAM (DCHIP) PRIVATE HOUSING REHABILITATION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Tuesday December 16, 2003, at 2:00 pm**. The bid is for a single-family unit located at 1970 County Road 605, Sunbury, Ohio. This bid opening will be held at the Commissioners Hearing Room located at 101 N. Sandusky St., Delaware, Ohio.

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

RESOLUTION NO. 03-1582

SETTING DATE AND TIME FOR 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:

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

Whereas, a public hearing will be held on **Monday, December 22, 2003, at 9:30 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio.

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

RESOLUTION NO. 03-1583

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

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

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

TRANSFER OF APPROPRIATION

FROM	TO	AMOUNT
21011113-5305 Joint Econ. Dev.-Training	21011113-5260 Joint Econ. Dev. -DATA Proc. Equip.(Laptop)	\$1,700.00

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

RESOLUTION NO. 03-1584

IN THE MATTER OF ACCEPTING THE AWARD OF THE 2004 RECYCLE, OHIO! GRANT:

It was moved by Mrs. Martin, seconded by Mr. Jordan to accept the award of the 2004 Recycle, Ohio! Grant.

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

RESOLUTION NO. 03-1585

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GOLF VILLAGE SECTION 1 PHASES C & D; SCIOTO RESERVE SECTION 1 PHASES 7 & 8; WEDGEWOOD SECTION 2A; WEDGEWOOD SECTION 11 AND VILLAGES OF ALUM CREEK SECTION 7:

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

Golf Village Section 1 Phases C & D	3,203 feet of 8 inch sewer	16 manholes
Scioto Reserve Section 1 Phases 7 & 8	3,012 feet of 8inch sewer	11manholes
Wedgewood Section 2A	579 feet of 8inch sewer	2 manholes
Wedgewood Section 11	3,385 feet of 8inch sewer	14 manholes
Villages Of Alum Creek Section 7	6,017 feet of 8 inch sewer	32 manholes

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

RESOLUTION NO. 03-1586

IN THE MATTER OF APPROVING THE PURCHASE OF NEW COMPUTERS, PRINTER, AND SOFTWARE FOR EMERGENCY SERVICES:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management has a requirement for one notebook computer for the Emergency Operations Center, a replacement notebook computer for the Mobile Command and Communications vehicle, a printer and software application; and

WHEREAS, this equipment and software is vital for meeting operational and administrative needs of the CBRNE Terrorism grant program, and;

WHEREAS, these purchases have been presented to the Data Board and approved at a cost of approximately \$6,740.00 and the funds for this purchase have been appropriated;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the purchase and authorizes the funding of this equipment for Emergency Services.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the Purchase Orders for this equipment following supplemental appropriations; and

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

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

RESOLUTION NO. 03-1587

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE REVISED DELAWARE COUNTY EMERGENCY OPERATIONS PLAN:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management has completed the revision of the County Emergency Operations Plan; and,

WHEREAS, revising the Plan was a requirement of the accepting the CBRNE FY02 Planning Grant; and,

WHEREAS, all applicable participating agencies and political sub-divisions have reviewed and concurred with the Plan;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve the revised Plan and resolve to forward the Plan to the Ohio Emergency Management Agency for review and comment;

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. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-1588

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE EMA DEPARTMENT:

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

Transfer of Appropriation		Amount
21511307-5260	21511307-5001	\$ 150.00
EMA/Inventoried Tools	EMA/ Compensation	

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

RESOLUTION NO. 03-1589

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Carolyn Ringley has resigned her position as the Receptionist with Department of Job and Family Services; effective December 1, 2003.

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

RESOLUTION NO. 03 -1590

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY SUPERVISION FUND FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE MRT (MORAL RECONATION THERAPY) GRADUATION CEREMONIES:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, Delaware County Intensive Supervision Probation In order to acknowledge the accomplishment of graduating from the MRT (Moral Reconation Therapy) program, and encourage other class members, we would like to have small graduation ceremonies for the graduates offering cake and punch.

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

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Supervision Fee funds in an amount not to exceed \$30.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for two graduation ceremonies for MRT attendees.

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

RESOLUTION NO. 03 -1591

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY SUPERVISION FUND FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE QUARTERLY DELAWARE COUNTY COMMUNITY CORRECTIONS COMMITTEE MEETING:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, Delaware County Intensive Supervision Probation Quarterly Community Correction Planning Board Meetings that are open to the public and in order to help encourage attendance and participation we would like to offer refreshments.

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 hereby authorizes the use of Supervision Fee funds in an amount not to exceed \$25.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for QUARTERLY DELAWARE COUNTY COMMUNITY CORRECTIONS COMMITTEE MEETING.

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

RESOLUTION NO. 03-1592

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Supplemental Appropriation		Amount
22411601-5001	JFS Income Maintenance/Compensation	\$1,000.00
22411601-5101	JFS Income Maintenance/Hospital Insurance	\$1,200.00
22411604-5001	JFS Child Protection/Compensation	\$16,000.00
22411602-5350	JFSPRC/Human Services	\$5,000.00
22411605-5201	JFS Administration/Office Supplies	\$2,000.00
22411605-5331	JFS Administration/Postage	\$5,000.00
22411606-5348	JFS Social Services/Program Services	\$55,000.00
Transfer of Appropriation		
From	To	
22511607-5801	22511607-5348	\$227,634.57
22511607-5801	22511608-5348	\$60,000.00

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

RESOLUTION NO. 03 -1593

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE DKMM BOARD MEETING:

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Department of Job and Family Services has responsibility for workforce development activities and is party to the DKMM board; and

WHEREAS, the DKMM board is composed of volunteers from Delaware County; and

WHEREAS, a State mandatory meeting has been scheduled for the purpose of developing the One Stop Memorandum of Understanding; and

WHEREAS, such meeting has been scheduled for December 18, 2003 from 9:00-12:00 at the Dutch Heritage, Bellville, Ohio;

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 hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$100.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The DKMM board meeting to be held December 18, 2003.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request to Mona Reilly in the amount of \$100.00.

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

RESOLUTION NO. 03-1594

IN THE MATTER OF APPROVING A RESOLUTION DECLARING THE INTENT TO REMAIN IN WORKFORCE INVESTMENT AREA 7, TO RATIFY THE INTERGOVERNMENTAL AGREEMENT, AND TO SELECT A COMMISSIONER REPRESENTATIVE TO THE CONSORTIUM BOARD OF CHIEF ELECTED OFFICIALS:

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

Whereas, Congress passed the Workforce Investment Act of 1998 that provides for local workforce investment systems to improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation; and

Whereas, the Workforce Investment Act calls for the creation of workforce investment areas and grants local governments with certain responsibilities, including the execution of an agreement that specifies the respective roles of individual chief elected officials in a local area that includes more that one (1) unit of general local government; and

Whereas, the unit of general local government comprising Workforce Investment Area 7 have created an Intergovernmental Agreement which identifies a framework within which county commissioners can work with local business interests to design and operate a workforce development systems based on local priorities and responsive to local needs; and

Whereas, per the Intergovernmental Agreement entered into between the units of local government comprising Workforce Investment Area 7, each county shall identify one Commissioner to represent them for purposes of specified decisions that need to be made per the intergovernmental agreement;

Now therefore be it resolved, by the Board of Commissioners of Delaware County, a majority of all elected members concurring, that remaining in Workforce Investment Area 7 is in the best interest of meeting the objectives for workforce development identified in the Workforce Investment Act; and be it Further

Resolved, that the Delaware Board of County Commissioners herby agree to the terms and conditions of the Intergovernmental Agreement adopted to implement the Workforce Investment Act; and

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

Resolved, that Commissioner Deborah B. Martin shall be the designated representative for Delaware County per the terms of the Intergovernmental Agreement.

Resolved, that Commissioners Kristopher W. Jordan and James D. Ward shall be the County's designated alternates as allowed under the terms of the Intergovernmental Agreement.

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

RESOLUTION NO. 03-1595

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE CLERK OF COURTS OFFICE:

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

Transfer of Appropriation		AMOUNT
From	To	
24820102-5301 Northpoint/Services & Charges	24820101-5101 Georgetown/Hospital Insurance	\$3,000.00
24820102-5301 Northpoint/Services & Charges	24820102-5001 Northpoint-Compensation	\$20.00

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

RESOLUTION NO. 03-1596

IN THE MATTER OF APPROVING THE CHANGING DESCRIPTION OF ORG. KEYS FOR 2004 FOR JUVENILE COURT:

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

Changing Description of Org. Keys for 2004

Fund Number	From	To
10026318	Community Service-Restitution Grant	Community Service Program
10026321	Project Homefront Grant	JSO Program

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

RESOLUTION NO. 03-1597

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR DRAINAGE IMPROVEMENTS:

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

Transfer of Funds		Amount
10011102-5801 Commissioners General/Transfers	40311409-4601 Drainage Improvement/Interfund Revenue	\$ 1,878.00

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

RESOLUTION NO. 03-1598

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE MAP DEPARTMENT:

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

Transfer of Appropriation		Amount
10040401-5310 Map Room/Travel out of County	10040401-5001 Map Room/Compensation	\$9.00

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

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2003

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners