

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 30, 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

- 12:30 PM Executive Session
- 7:30 PM Public Hearing For Consideration Of A Ditch Petition Filed By The Hidden Cove Homeowners Association (Eamonn Rooney Trustee)
- 8:00 PM Reconvening The Public Hearing For Consideration Of The Jones-Timms #516 Ditch Petition

RESOLUTION NO. 03-811

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 12:30PM.

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

RESOLUTION NO. 03-812

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 1:30PM.

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

PUBLIC COMMENT

-Mr. Charles Vet, 137 Joy Ave., mentioned that the county Commissioners should house the Adult Parole Authority in the rent free Court street building rather than pay to have it housed in a building only a short distance away.

RESOLUTION NO. 03-813

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 26, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held June 26, 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. 03-814

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0627:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0627 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Delaware JVS	Client Training	22411603-5348	\$ 39,000.00
Eastland, Fairfield Career & Technical Schools	Client Tuition	22411603-5350	\$ 5,300.00

Vouchers

Child Care Unlimited	Child Care	22411606-5348	\$ 7,555.00
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Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03 -815

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Karol Hoyle attend a CRISE (software) Training in Columbus, Ohio November 5 to 6, 2003, at no cost.

The Department of Job and Family Services is requesting that Pam Pruett and Larry Hager attend a CRISE (software) Training in Columbus, Ohio July 29, 2003, at no cost.

The Emergency Services Department is requesting that Bill Barks, Chuck Roderick, Sandy Ridgeway and Steve Dick attend a Emergency Response to Terrorism Training in Hocking County, Ohio July 8 to 10, 2003.

The Emergency Services Department is requesting that 9 EMS Personnel attend a Basic Trauma Life Support Instructors Course at Grady Memorial Hospital July 15, 2003, at the cost of \$900.00

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

**RESOLUTION NO. 03-816**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF DATA PROCESSING EQUIPMENT FOR THE GEOGRAPHICAL INFORMATION SYSTEMS:**

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

Description:

Integrated CAMA and Real Estate Accounting System

Software: \$503,090.00  
 Software Support (first year): \$48,650.00    Software Support (Years 2-5): \$220,600.00  
 Total Software and Software Support: \$772,340.00  
 Hardware (Partial): -Serve: \$25,000.00-Workstations: 6@ \$1,800.00= \$10,800.00  
 Total Hardware (Partial): \$35,800.00  
 Total Cost: \$808,140.00  
 All Purchases are made from the REA fund and will be spread to multiple fiscal years.

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

**RESOLUTION NO. 03-817**

**IN THE MATTER OF APPROVING A PLAT FOR WILLOW BEND SECTION 2 AND DITCH MAINTENANCE PETITION FOR WILLOW BEND SECTION 2:**

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

**Willow Bend Section 2**

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Farm Lot C (0.697 Acre) And Farm Lot D (16.844 Acres), Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 17.541 Acres Of Land, More Or Less, Said 17.541 Acres Being Part Of Those Tracts Of Land Conveyed To Big Walnut Associates, By Deeds Of Record In Official Record 74, Page 2287 (14.614 Acres) And Official Record 74, Page 2296 (2.927 Acres), All Being Of Record In The Recorder's Office, Delaware County, Ohio. Cost \$114.00.

**Ditch Maintenance Petition-Willow Bend Section 2**

We the undersigned owners of 17.5 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Willow Bend Section 2** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Willow Bend Section 2** Subdivision.

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The cost of the drainage improvements is \$74,179.00 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. Thirty-eight (38) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,952.08 per lot. An annual maintenance fee equal to 2% of this basis \$39.04 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,483.52 has been paid to Delaware County.

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

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

**RESOLUTION NO. 03-818**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WOODLANDS AT LOCH LOMOND PHASE 2:**

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

**Woodlands at Loch Lomond Phase 2**

The roadway to be accepted is as follows:

- **Loch Lomond Drive**, to be known as **Township Road Number 1355**

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

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

**RESOLUTION NO. 03-819**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WOODLANDS AT LOCH LOMOND PHASE 2:**

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

**Stop Conditions – Woodlands at Loch Lomond Phase 2**

- On Township Road Number 1355, Loch Lomond Drive, at its intersection with Township Road Number 476, Church Hill Drive

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

**RESOLUTION NO. 03-820**

**IN THE MATTER OF APPROVING THE CORRECTION OF A ROAD NAME IN PIATT MEADOWS SECTION 2, PHASE 2 IN BERLIN TOWNSHIP:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the corrections to street names in Berlin Township as follows:

**Piatt Meadows Section 2, Phase 2**

In September, 2002, your Board approved the acceptance of the roadways for the above referenced project into the public system. Grace Court was accepted as Township Road Number 1270. The Engineer has recently found out that the platted street name for that road is Iris Court. Therefore, he request that your journals be changed to show the name of Township Road Number 1270 as Iris Court and that the Berlin Township Trustees be notified of your action. The Engineer also request that a stop condition be establish on Township Road Number 1270, Iris Court, with Township Road Number 906, Griffin Drive.

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

**RESOLUTION NO. 03-821**

**IN THE MATTER OF RELEASING MAINTENANCE BONDS FOR GOLF VILLAGE SECTION 7, PHASE 4:**

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

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**Golf Village Section 7, Phase 4**

The Engineer has advised the City of Powell that the above referenced project is ready to be placed on the one-year maintenance period. The Engineer has forwarded Homewood Corporation's Maintenance Bond to them for their action. However, as the original agreement was with your Board, your approval is needed to return the Letter of Credit being held as construction surety for this project.

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

**RESOLUTION NO. 03 -822**

**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
U03092	American Electric Power	Plumb Road	Place two poles
U03093	SBC	Green Meadows Drive	Trench cable and bore

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

**RESOLUTION NO. 03 -823**

**IN THE MATTER OF APPROVING A CONTRACT WITH ADR & ASSOCIATES, LTD. FOR THE PROJECT KNOWN AS HEVERLO ROAD IMPROVEMENTS:**

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

**CONTRACT**

**AGREEMENT**, made and entered into this 30<sup>th</sup> day of June, 2003 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **ADR & Associates, Ltd.**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount of **\$49,347.00**, (Forty nine thousand, three hundred forty seven dollars and zero cents), base proposal of \$46,754.00 plus "if authorized" items totaling \$2,593.00, based on a Proposal for Engineering Services dated May 28, 2003, and Cost Proposal of the same date, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Heverlo Road Improvements**, Berlin Township, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

**SAID SECOND PARTY** further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before November 7, 2003.

**THE SECOND PARTY** hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing polices of the insurance.

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

**RESOLUTION NO. 03-824**

**IN THE MATTER OF ACCEPTING THE DITCH INSPECTION REPORT FOR 2003 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2004:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to accept the 2003 Ditch Inspection Report and establish percentage of maintenance assessments for 2004, as follows:

**COUNTY 2004 TAXES**

DITCH	NUMBER	PERCENT
ABBEY KNOLL 1 & 2	29	2.5%

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ABBEY KNOLL 3 - 1 & 2	129	2.5%
ADAMS JOINT COUNTY	6801	7.0%
AUGUSTA WOODS 2	124	2.5%
BAINBRIDGE MILLS 2	9909	2.5%
BECKER	8401	3.5%
BERKSHIRE DEVELOPMENT	9918	2.0%
BIG BEAR FARMS 2 - 2	9806	2.5%
BIG BEAR FARMS 8	9917	2.5%
BIG BEAR FARMS 9	9925	2.5%
BRYN MAWR 2 - 1 & 2	11	2.5%
CALHOUN	8101	5.0%
CAMBRIDGE SUBDIVISION	234	2.5%
CARTER JOINT COUNTY	8201	0.0%
CHESHIRE COVE 1	10	2.0%
CHESHIRE COVE 2	146	2.0%
COOK JOINT COUNTY	5801	25.0%
COVINGTON MEADOW 1	9	2.5%
COVINGTON MEADOW 2	118	2.5%
COVINGTON MEADOW 3	216	2.5%
CRABILL	6201	7.0%
CROSS CREEK 2 - A & B	127	2.5%
DARST JOINT COUNTY	7201	0.0%
DEGOOD	5802	0.0%
DORNOCH ESTATES 4	223	2.5%
DORNOCH ESTATES 3	104	2.5%
EAGLE TRACE 2 & 3	123	2.5%
ESTATES OF GLEN OAK 1 A	231	2.5%
ESTATES OF GLEN OAK 1 B	232	2.5%
GENOA FARMS 3 A & B	229	2.5%
GRAND OAK CONDOMINIUMS	206	2.5%
GRAND OAK 1	207	2.5%
FOURWINDS	17	2.0%
GENOA FARMS 1	145	2.5%
GENOA FARMS 2	212	2.5%
GLEN OAK 1	230	2.5%
GREEN MEADOWS 3	8701	2.5%
GREEN MEADOWS BASIN	7901	2.5%
HARBOR POINTE 1	24	2.0%
HARBOR POINTE 2 - 1 & 2	121	2.0%
HARBOR POINTE 3 - A & B	218	2.0%
HARDIN	8702	0.0%
HARVEST WIND 3	9905	2.5%
HARVEST WIND 4	27	2.5%
HARVEST WIND 5	113	2.5%
HARVEST WIND 6 - 1	101	2.5%
HARVEST WIND 7 - 1	120	2.5%
HEATHER GLEN	9908	2.0%
HERBERT - LAWRENCE	7401	5.0%
HIGHLAND HILLS LAKES 2	33	2.5%
HIGHLAND HILLS LAKES 3 - 1 & 2	119	2.5%
HIGHLAND LAKES E 11 - 2	9906	2.5%
HIGHLAND LAKES E 11 - 4 & 5	115	2.5%

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HIGHLAND LAKES E 14 - 1	9938	2.5%
HIGHLAND LAKES E 14 - 2	9939	2.5%
HIGHLAND LAKES N 6 - 1	9919	2.5%
HIGHLAND LAKES N 6 - 2	28	2.5%
HIGHLAND LAKES N 7	32	2.5%
HORSESHOE RUN	8601	5.0%
INDIAN RUN	8102	0.0%
JONES	5901	10.0%
KOEPEL	8302	10.0%
LEWIS CENTER	5902	20.5%
LIBERTY LAKES 3	4	2.5%
LOCH LOMOND	9901	2.5%
MEADOW AT CHESHIRE 3 - 1	9912	2.0%
MEADOW AT CHESHIRE 3 - 2	9913	2.0%
MEADOW AT CHESHIRE 3 - 3	117	2.0%
MEDALLION ESTATES 10 - 1	12	2.5%
MEDALLION ESTATES 10 - 2	13	2.5%
MEDALLION ESTATES 8	9914	2.5%
MEDALLION ESTATES 9	9921	2.5%
MILEY GROUP	8301	7.0%
NORTH ORANGE 1 - 1	213	2.5%
NORTH ORANGE 3 - 1	214	2.5%
NORTHBROOKE CORP. CENTER 2	112	2.5%
NUCKLES	7001	10.0%
OAK CREEK E 2	9904	2.5%
OAKS AT HIGHLAND LAKES 1	132	2.5%
OAKS AT HIGHLAND LAKES 2	201	2.5%
OAKS AT HIGHLAND LAKES 3	210	2.5%
OLDE STATE FARMS 1	102	2.5%
PARK AT GREIF BROS.	128	2.5%
PARK SHORE III	9907	2.5%
PIATT MEADOWS 1 & 2	9910	2.0%
PIATT MEADOWS 2 - 1, 2 & 3	14	2.0%
PLUMB ESTATES	9915	2.5%
POTTER	6202	5.0%
PUMPHREY JOINT COUNTY	5904	7.0%
RANDALL HOWISON TRI-COUNTY	5905	0.0%
RATTLESNAKE RIDGE	130	2.0%
RIVERBEND 1 - 1	9933	2.5%
RIVERBEND 1 - 2	20	2.5%
RIVERBEND 2	9934	2.5%
RIVERBEND 3	9935	2.5%
RIVERBEND 4 - 1 & 2	21	2.5%
RIVER'S EDGE AT ALUM CREEK 1	144	2.5%
SCIOTO HIGHLANDS 3	222	2.5%
SCIOTO HILLS BASIN	7801	0.0%
SCIOTO RESERVE 1 - 3	34	2.5%
SCIOTO RESERVE 1 - 4	125	2.5%
SCIOTO RESERVE 1 - 5 & 6	225	2.5%
SCIOTO RESERVE 2 - 1 & 2	9936	2.5%
SCIOTO RESERVE 2 - 3 & 4	110	2.5%
SCIOTO RESERVE 3 - 1 & 2	3	2.5%

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SCIOTO RESERVE 3 - 3 & 4	126	2.5%
SCIOTO RESERVE 3 - 5	220	2.5%
SCIOTO RESERVE 4 - 1 & 2	9937	2.5%
SCIOTO RESERVE 4 - 3 & 4	30	2.5%
SCIOTO RESERVE 4 - 5 & 6	221	2.5%
SCIOTO RESERVE 4 - 7	138	2.5%
SCIOTO RESERVE 4 - 8	204	2.5%
SCIOTO RESERVE 4 - 9	233	2.5%
SHELLBARK RIDGE 2	137	2.5%
SHELLBARK RIDGE 4	9920	2.5%
SHERBROOK 10	208	2.5%
SHERBROOK 3	9805	2.5%
SHERBROOK 4	9902	2.5%
SHERBROOK 5	1	2.5%
SHERBROOK 6	8	2.5%
SHERBROOK 7	107	2.5%
SHERBROOK 8	116	2.5%
SHERBROOK 9	133	2.5%
SHERWOOD	105	5.0%
SHORES 12	22	2.5%
SLACK	5903	20.0%
SLANE RIDGE	131	2.5%
STEITZ POWERS	5906	20.5%
SUGAR RUN	8402	2.0%
SUMMERFIELD VILLAGE 1 & 2	9804	2.5%
SUMMERFIELD VILLAGE 2 - 1, 2 & 3	15	2.5%
SUMMERWOOD 1	106	2.0%
SUMMERWOOD 2	143	2.0%
TALLEY	8703	12.0%
TARTAN FIELD 12 & 13	2	2.5%
TARTAN FIELD 14 - 18	9931	2.5%
TARTAN FIELDS 8 - 11	9932	2.5%
TEETS	7402	0.0%
U.S. 23 & POWELL ROAD	31	2.5%
VILLAGE AT ALUM CREEK 3	9911	2.5%
VILLAGE AT ALUM CREEK 4	9926	2.5%
VILLAGE AT ALUM CREEK 5	114	2.5%
VILLAGE AT ALUM CREEK 6	224	2.5%
VILLAGE AT OAK CREEK 10 - A & B	9927	2.5%
VILLAGE AT OAK CREEK 11	139	2.5%
WALKER WOODS 2 - 1	9803	2.5%
WALKER WOODS 2 - 2	9922	2.5%
WALKER WOODS 3 - 1	9802	2.5%
WALKER WOODS 3 - 2	9916	2.5%
WALKER WOODS 4	9923	2.5%
WALKER WOODS 5	134	2.5%
WALKER WOODS 6	9903	2.5%
WALKER WOODS 7 - 1	9924	2.5%
WALKER WOODS 7 - 2	18	2.5%
WALKER WOODS 8	9928	2.5%
WALKER WOODS 9	25	2.5%
WALKER WOODS 10 - 1	9929	2.5%

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WALKER WOODS 10 - 2	19	2.5%
WALKER WOODS 11	9930	2.5%
WALKER WOODS 12 - 1 & 2	26	2.5%
WALKER WOODS 13	111	2.5%
WALKER WOODS 14	135	2.5%
WALNUT WOODS 1	226	2.5%
WEDGEWOOD 10	122	2.5%
WEDGEWOOD PARK	205	2.5%
WEDGEWOOD PLACE 2	227	2.5%
WESTERVILLE RES. 1 & 2	6	2.5%
WHITETAIL MEADOWS	23	2.5%
WILLOW BEND 1	202	2.5%
WILSHIRE ESTATES 3 - 1	5	2.5%
WILSHIRE ESTATES 3 - 2	7	2.5%
WILSHIRE ESTATES 4	16	2.5%
WILSHIRE ESTATES 5 - 1 & 2	109	2.5%
WILSHIRE ESTATES 6 - A & B	228	2.5%
WOODLAND HALL 1	209	2.5%
WOODS ON DOORNOCH 2	103	2.0%
WOODS ON DOORNOCH 3	211	2.0%
WOODS ON SELDOM SEEN 3 - 1	108	2.5%
WOODS ON SELDOM SEEN 3 - 2	203	2.5%

(Copy of report available for review at the Commissioner's office until no longer of administrative use.)

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

**RESOLUTION NO. 03-825**

**7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY THE HIDDEN COVE HOMEOWNERS ASSOCIATION (EAMONN ROONEY TRUSTEE):**

It was moved by Mrs. Martin, seconded by Mr. Jordan to open the hearing at 7:33PM.

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

**RESOLUTION NO. 03-826**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY THE HIDDEN COVE HOMEOWNERS ASSOCIATION (EAMONN ROONEY TRUSTEE):**

It was moved by Mrs. Martin, seconded by Mr. Jordan to close the hearing at 7:48PM.

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

**RESOLUTION NO. 03-827**

**IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE HIDDEN COVE DITCH PETITION FILED BY THE HIDDEN COVE HOMEOWNERS ASSOCIATION (EAMONN ROONEY TRUSTEE):**

It was moved by Mr. Jordan, seconded by Mrs. Martin to go forward with the project.

Whereas, on March 20,2003, a Ditch Petition to a purposed Drainage Maintenance Program for the Hidden Cove Ditch was filed with the Delaware County Commissioners, and

Whereas    the Board of Commissioners of Delaware County on June 30, 2003, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Hidden Cove Ditch, and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris



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Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed Hidden Cove Ditch. Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

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

**RESOLUTION NO. 03-828**

**IN THE MATTER OF GRANTING AN ADDITIONAL EXTENSION TO THE DATE OF COMPLETION TO OURS EXCAVATING FOR THE DELAWARE RUN DITCH IMPROVEMENT PROJECT:**

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

**Delaware Run Ditch Improvement**

Due to the extreme amount of rainy days and some damage that was caused to the above said project, Ours Excavating has requested an additional extension of time for completion to the project from June 14, 2003 to July 15, 2003. This extension is being requested for the following reasons: 1) the large storm event on the morning of June 11<sup>th</sup> damaged the concrete forms and required repair work thereto before the concrete structures could be constructed, 2) the storm events of June 11<sup>th</sup> and 12<sup>th</sup> resulted in ground conditions that would not allow entry to the project with equipment to perform repairs or resume construction operations, 3) additional storm events not referenced above have resulted in five additional rain/ inclement weather days.

The contractor for the project (OURS Excavating, Ltd.) has indicated this will be sufficient time to complete the project in its entirety and understands that liquidated damages could be collected if the project is not completed by this date. In the event of inclement weather, this could be taken into consideration as reasonable cause to waiver from this revised final completion date.

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

**RESOLUTION NO. 03-829**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COMMUNITY BASED CORRECTIONS GRANT:**

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
25422301-5001	Community Based Corrections Grant/Compensation	\$ 27,477.00
25422301-5101	Community Based Corrections Grant/Hospital Ins.	\$ 8,625.00
25422301-5120	Community Based Corrections Grant/PERS	\$ 3,723.00
25422301-5131	Community Based Corrections Grant/Medicare	\$ 399.00
25422301-5328	Community Based Corrections Grant/Maint & Repair	\$ 60.00
25422301-5330	Community Based Corrections Grant/Telephone	\$ 215.00
25422301-5331	Community Based Corrections Grant/Postage	\$ 75.00
25422301-5335	Community Based Corrections Grant/Rental Service	\$ 1,000.00
25422301-5342	Community Based Corrections Grant/Med & Health Services	\$ 3,564.00

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

**RESOLUTION NO. 03-830**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND OSBORN CONSULTING FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:**

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

**Agreement**

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This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and Osborn Consulting (hereafter "Osborn Consulting").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Osborn Consulting is willing to provide services or, contract out for services, and Osborn Consulting is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Osborn Consulting will provide services for WIA/TANF-eligible participants. The program and services will provide workshops and individual sessions to help dislocated workers deal with challenges associated with being suddenly unemployed. Services will include:

1. Employee in Transition workshop
2. Moving Through Change Network Group
3. Individual Sessions
4. Family Night Programs
5. Retirement Workshops
6. Onsite Services Orientation

B. The cost of Osborn Consulting services is:

Employees in Transition Workshop	\$ 625.00	per workshop
Moving Through Change Network Groups	\$ 175.00	per group session
Individuals Sessions	\$ 75.00	per individual session
Family Night Programs	\$ 200.00	per session
Retirement Workshops	\$ 350.00	per session
Onsite Services Orientation	\$ 100.00	per hour

The total cost of the contract shall not exceed \$22,600.

C. The time period for this contract is from June 1, 2003 through June 30, 2004.

D. Osborn Consulting shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Osborn Consulting understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Osborn Consulting agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Osborn Consulting agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Osborn Consulting agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Osborn Consulting agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Osborn Consulting will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by Osborn Consulting or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Osborn Consulting must notify the Department immediately.

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**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request to Osborn Consulting in the amount of \$11,300.00.

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

**RESOLUTION NO. 03-831**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR SCIOTO RESERVE SECTION 4 AND GLEN OAK SECTION 2:**

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

**Scioto Reserve Section 4**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 30<sup>th</sup> day of June 2003, by and between HOME ROAD LTD. SUBDIVIDER, as evidenced by the **Scioto Reserve Section 4** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$151,057.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$11,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY

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ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

(1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

(2) an itemized statement showing the cost of IMPROVEMENTS and an affidavit that all material and labor cost have been paid.

The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

**Glen Oak Section 2**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 30<sup>th</sup> day of June 2003, by and between Dominion Homes, as evidenced by the Glen Oak section 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$174,050.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 59 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$170,787.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to

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stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$12,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

(1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

(2) an itemized statement showing the cost of IMPROVEMENTS

(3) affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 03-832**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SYNAGRO MIDWEST INC. FOR CONVEYANCE AND LAND APPLICATION OF BIOSOLIDS:**

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

**Agreement**

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This agreement, made this 30<sup>th</sup> day of June 2003, by and between The Delaware County Commissioners, hereinafter called "Owner" and Synagro Midwest Inc., doing business as (Individual, partnership or corporation) hereinafter called "Contractor". Witnesseth: That for and in consideration of the payments and agreements hereinafter

Mentioned:

1. The Contractor will furnish and deliver conveyance and land application of biosolids for Delaware County, Ohio.
2. The Contractor will furnish all of the services described herein.
3. The Contractor will commence the work required by the Contract.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the term of the contract.
5. The Term 'Contract Documents' means and includes the following:

- a) Advertisement for Bids
- b) Information for Bidders
- c) Bid
- d) Form of Noncollusion
- e) Agreement
- f) Legal and Fiscal Officers
- g) Notice of Award
- h) Notice to Proceed
- i) Change Order
- j) General Conditions
- k) Specifications
- l) Addenda

6. The Owner will pay the Contractor monthly within 30 days after delivery and acceptance of the invoice. Per Delaware County Resolution 03-547, acceptance and award of Synagro's bid of \$0.0288/gallon, conveyance and land application of biosolids.

In the event the Owner or the Contractor desires to terminate this Agreement, it may be terminated upon 30 days written notice by the party desiring to terminate. The Contractor shall be paid for services performed up to the time of termination.

7. This agreement shall become effective on execution and remain in effect through July 1, 2004.

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

**RESOLUTION NO. 03-833**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE DELAWARE RUN DITCH:**

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

**TRANSFER OF FUNDS**

<b>FROM:</b>	<b>TO:</b>	
10011102-5801	40540413-4601	
General Fund/Transfers	Delaware Run Ditch/Interfund Revenue	\$ 12,500.00

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

**RESOLUTION NO. 03-834**

**8:00 PM RECONVENING THE PUBLIC HEARING FOR CONSIDERATION OF THE JONES-TIMMS #516 DITCH PETITION:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to open the hearing at 8:04PM.

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

**RESOLUTION NO. 03-835**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE JONES-**

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**TIMMS #516 DITCH PETITION:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to close the hearing at 8:35PM.

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

**RESOLUTION NO. 03-836**

**IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE JONES-TIMMS #516 DITCH PETITION:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to go forward with the project.

Whereas, on July 15, 2002, a Ditch Petition for the (Jones-Timms #516) Ditch was filed with the Delaware County Commissioners, and

Whereas, the Board of Commissioners of Delaware County on September 23, 2002, November 4, 2002, January 6, 2003, April 7, 2003 and June 30, 2003 held public hearings to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed (Jones-Timms #516) Ditch, and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed (Jones-Timms #516) Ditch. Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

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

**RESOLUTION NO. 03-837**

**IN THE MATTER OF ACCEPTING WARRANTIES, AS-BUILT DRAWINGS, O&M MANUALS, CONTRACTOR AFFIDAVIT, PREVAILING WAGE AFFIDAVIT, PUNCHLIST CERTIFICATION AND PAYING RETAINAGE FOR BID PACKAGE 1 (COUNTRYSIDE CONSTRUCTION); BID PACKAGE 2 (COUNTRYSIDE CONSTRUCTION); BID PACKAGE 9 (SIMCO ELECTRIC) FOR RENOVATIONS TO THE BUILDING AT 109 NORTH SANDUSKY:**

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

RETAINAGE	AMOUNT
Countryside Construction	\$ 75,426.15
Countryside Construction	\$ 16,980.96
Simco Electric	\$ 8,898.29

**Further Be It Resolved**, that the Commissioners approve payment of the following vouchers:

Countryside Construction in the amount of	\$ 75,426.15	(40111402-5410)
Countryside Construction in the amount of	\$ 16,980.96	(40111402-5410)
Simco Electric in the amount of	\$ 8,898.29	(40111402-5410)

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

There being no further business the meeting adjourned.

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Kristopher W. Jordan

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Deborah B. Martin

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James D. Ward

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Letha George, Clerk to the Commissioners