

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 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

- 10:00 AM Bid Opening Date And Time For Landscape Maintenance Services For The Delaware County Rutherford B. Hayes Services Building
- 7:30 PM Reconvening Public Hearing # 1 For Consideration Of A Ditch Petition Filed By Walter Neighbor (Basiger #336 Watershed)

PUBLIC COMMENT

Bi-Centennial Quilt Presentation-Brenda

Tree Legacy Project- Plaque Presentation by Dora Orwig

RESOLUTION NO. 03-565

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 1, 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 May 1, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-566

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR052:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR052 and Purchase Orders and Vouchers as listed below:

PO's

| <u>Vendor</u>                       | <u>Description</u>                            | <u>Account Number</u>          | <u>Amount</u>              |
|-------------------------------------|---|--------------------------------|----------------------------|
| E. C. Babbert                       | Perry Taggart Conveyance of Wastewater        | 65511918-5338                  | \$ 25,000.00               |
| Dell Marketing LP                   | Computer Hardware/Imaging                     | 40411413-5450                  | \$ 22,695.00               |
| <b>Vouchers</b>                     |   |                                |                            |
| Synergy Mechanical Contractors Inc. | Service on Fire Alarm                         | 60111901-5370                  | \$ 9,976.93                |
| Prudential Group Life & Disability  | March Premium                                 | 60211902-5370                  | \$ 5,278.11                |
| Ameritas Insurance Corp.            | March Premium                                 | 75010903-530130102             | \$ 13,782.42               |
| Excavating Unlimited Inc.           | Powell Rd. Force Main Repair                  | 65211905-5328                  | \$ 10,150.50               |
| Allmax Professional Solutions       | Operator 10 Maintenance Management Software   | 65211905-5450<br>65211919-5450 | \$ 2,954.00<br>\$ 2,954.00 |
| The Isaac Group LLC                 | Woodland Hall Sewer, Forcemain & Pump Station | 65111904-5319                  | \$ 5,049.50                |
| Upper Valley Medical Center         | Cluster                                       | 22511608-534234215             | \$ 7,967.00                |

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

RESOLUTION NO. 03-567

IN THE MATTER OF PROCLAIMING MAY 11 THROUGH MAY 17 NATIONAL POLICE WEEK:

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

WHEREAS, On April 10, 1962, President John F. Kennedy signed into Public Law, proclaiming May 15<sup>th</sup> be declared "Peace Officers' Memorial Day" and that the week each year containing May 15<sup>th</sup> be proclaimed National Police Week, and

WHEREAS, The Board of Commissioners of Delaware County recognizes the dedication and sacrifice the Peace Officers of this County make for the protection and well being of all citizens, and

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WHEREAS, The Police Officers of Delaware County will be honoring their fallen and deceased brothers and sisters across the nation during the week of May 11 through May 17 and on Sunday May 18.

Now Therefore Be it Resolved, The Delaware County Commissioners do hereby proclaim the week of May 11 through May 17, 2003, National Police Week in the County of Delaware, Ohio to honor America's Peace officers who have made the supreme sacrifice while carrying out their duties to our nation and its communities, and to the Peace Officers of Delaware County who have dedicated their lives to law enforcement.

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

**RESOLUTION NO. 03-568**

**IN THE MATTER OF DECLARING MAY 11 THROUGH MAY 17 HIGHWAY RAILROAD CROSSING SAFETY WEEK IN DELAWARE COUNTY:**

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

WHEREAS, The Delaware County Railroad Crossing Task Force is requesting the Commissioners declare May 11 through May 17, Highway Railroad Crossing Safety Week in Delaware County which is in coordination with the National Operation Lifesaver's Highway Railroad Crossing Safety Week; and

WHEREAS, Delaware County is currently engaged in a \$2.5 million dollar project to upgrade all crossings on the CSX-West Corridor to include lights and gates and pedestrian gates where warranted, where these tracks pass through the county starting at Liberty Street in Powell, and ending at Norton Road in Radnor Township; and

WHEREAS, The CSX-West Corridor project is scheduled to be completed by July 11, 2003; and

WHEREAS, Delaware County currently has several railroad crossings that have no lights or gates; and

WHEREAS, Delaware County currently has a few crossings that have lights only; and

WHEREAS, Delaware County currently has several crossings equipped with lights and gates, but it is important to note that almost half of all highway rail-crossing crashes occur where there are gates and lights; and

WHEREAS, It is recognized that driving through a crossing when the warning devices are activated, lights are flashing and gates are down, is a violation of law; and

WHEREAS, The Delaware County Railroad Crossing Task Force conducts Operation Lifesaver awareness training at no charge for any group interested by calling (740) 833-2409.

WHEREAS, "Anytime is Train Time" in Delaware County due to there being no set schedule for train traffic.

THEREFORE BE IT RESOLVED, the Delaware County Commissioners do hereby declare the week of May 11 through May 17 to be Railroad Crossing Safety Week in Delaware County.

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

**RESOLUTION NO. 03 -569**

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

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

The Emergency Services Department is requesting that Joe Farmer, Deborah Carter, Andrew Sapp, Stacey Montague, April Thompson, Johannes Dickhoff and Bill Barks attend a Pediatric Education for Pre- Hospital Providers Course in Columbus, Ohio June 12 to 13, 2003, at the cost of \$1,050.00.

The Department Of Job And Family Services is requesting that Karol Hoyle, Joan Benner and Margaret Shields attend a CRISE Course (Case Worker Software) in Columbus, Ohio June 12 to 13, 2003, at no cost.

The Economic Development Department is requesting that Dottie Brown attend a FY 2003 Formula Program Application Training In Marion, Ohio May 9, 2003, at no cost.

The Administrative Services Department is requesting that Dawn Huston attend a Seminar on Fair Labor Standards Act Changes in Columbus, Ohio May 22, 2003, at the cost of \$161.00.

The Commissioners Office is requesting that James Ward, Kris Jordan, Letha George and Jennifer Walraven

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attend the CCAO Summer Conference in Dayton, Ohio June 1 to 3, 2003, at the cost of \$1,969.20.

The Map Department is requesting that William Stillions attend an Intelligent Land Record Management Conference in Mt. Sterling, Ohio May 15 to 16, 2003, at the cost of \$204.00.

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

**RESOLUTION NO. 03-570**

**IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:**

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

Stacey Hyatt            1 class            \$300.00

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

**RESOLUTION NO. 03-571**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:**

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

**TRANSFER OF APPROPRIATION**

| FROM:                                   | TO:                                  | AMOUNT                        |
|---|--------------------------------------|-------------------------------|
| 10031305-5325                           | 10031305-5260                        |                               |
| Sheriff/Court Security-Maint. Agreement | Sheriff/Court Security/Inv Equipment | >\$500-<\$4999    \$ 1,000.00 |

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

**RESOLUTION NO. 03-572**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR SCIOTO RESERVE SECTION 1, PHASE 7 AND SCIOTO RESERVE SECTION 1, PHASE 8:**

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

**Scioto Reserve Section 1, Phase 7**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 5<sup>th</sup> day of May 2003, between **JOSHUA HOMES**, as evidenced by the **SCIOTO RESERVE SECTION 1, PHASE 7** 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 3/7/03, 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

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**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 **TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY 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.

**Scioto Reserve Section 1, Phase 8**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 5<sup>th</sup> day of May 2003, between **JOSHUA HOMES**, as evidenced by the **SCIOTO RESERVE SECTION 1, PHASE 8** 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 3/7/03, 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**

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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 **TWENTY-TWO THOUSAND THREE HUNDRED THIRTY 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.

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

**RESOLUTION NO. 03 -573**

**IN THE MATTER OF ACCEPTING FULL AND FINAL PAYMENT FROM WESTFIELD INSURANCE, THE BONDING COMPANY FOR ONE POLARIS, FOR THE CANDLELITE LANE PROJECT:**

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

**Candlelite Lane**

In July, 2002, your Board approved this office’s request to take action against the bond posted as construction surety by One Polaris Company, LLC for the referenced project. Since that time, the Engineer’s Office has tried working with the developer for completion of this project to no avail. We, therefore, have had the work completed as defined by the invoice from D&D Erosion Control for \$800.00.

Also available is a draft from Westfield Insurance, the bonding company for One Polaris, which requires the approval of your Board accepting full and final payment for this work. As the work has been completed to the satisfaction of this office at the stated amount, The Engineer recommends that this draft be approved by your Board.

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

**RESOLUTION NO. 03 -574**

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

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

| Permit # | Applicant               | Location                  | Type of Work              |
|----------|-------------------------|---------------------------|---------------------------|
| U03054   | Insight Communications  | Old State Road            | Run fiber optics on poles |
| U03055   | Ohio Edison             | Hills Miller Road         | Relocated poles           |
| U03056   | Suburban Natural Gas    | Wilshire Subdivision      | Lay gas main              |
| U03057   | Suburban Natural Gas    | McCammon Chase            | Lay gas main              |
| U03058   | American Electric Power | Cheshire Road             | Replace existing poles    |
| U03059   | SBC                     | S. Old 3C Highway         | Bury telephone cable      |
| U03061   | SBC                     | S. Old State/Powell Roads | Relocate telephone poles  |

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

**RESOLUTION NO. 03-575**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR ASPHALT, HOT MIX AND COLD MIX MATERIALS:**

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

**Bid Award Recommendations for Liquid Asphalt, Hot Mix and Cold Mix  
Bid Opening of April 28, 2003**

As a result of the referenced bid opening, the following are the bid award recommendations:

**MC 30 FOB Jobsite:**

The Engineer recommends that a non-exclusive bid award be made to Marathon Ashland Petroleum and Bituminous Products, the low bidders for this material.

**MC 30 FOB Plant:**

The Engineer recommends that a non-exclusive bid award be made to Marathon Ashland Petroleum, the low bidder for this material.

**RS2 FOB Jobsite:**

The Engineer recommends that a non-exclusive bid award be made to Koch Materials, the low bidder for this material.

**RS2 FOB Plant:**

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The Engineer recommends that a non-exclusive bid award be made to Koch Materials, the low bidder for this material.

**SS-1 or SS-1H FOB Jobsite:**

The Engineer recommends that a non-exclusive bid award be made to Marathon Ashland Petroleum the low bidder for this material.

**SS-1 or SS-1H FOB Plant:**

The Engineer recommends that a non-exclusive bid award be made to Marathon Ashland Petroleum, the low bidder for this material.

**Number 301 Materials:**

The Engineer recommends that a non-exclusive award be made to Kokosing Materials, the low bidder for these materials.

**Number 402 Materials:**

The Engineer recommends that a non-exclusive award be made to Kokosing Materials, the low bidder for these materials.

**Number 404 Materials:**

The Engineer recommends that a non-exclusive award be made to Kokosing Materials, the low bidder for these materials.

**HPM Materials:**

The Engineer recommends that a non-exclusive award be made to Kokosing Materials and Apple-Smith Corporation, the low bidders for these materials.

**2 Men and a Paver:**

The Engineer recommends that a non-exclusive award be made to Kokosing Materials, the low bidder for this service.

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

**RESOLUTION NO. 03-576**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS CAMBRIDGE:**

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

**Cambridge**                    5,366 feet of 8 inch sewer                    23 manholes

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

**RESOLUTION NO. 03-577**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR GLEN OAK SECTION 2 AND SCIOTO RESERVE SECTION 4 PHASE 10:**

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

**Glen Oak Section 2**

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

THIS AGREEMENT executed on this 5<sup>th</sup> day of May 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

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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 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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

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

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

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and



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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.

**Scioto Reserve Section 4, Phase 10**

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 5<sup>th</sup> day of May 2003, by and between **Home Road Limited.**, SUBDIVIDER, as evidenced by the **Scioto Reserve, Section 4, Phase 10** 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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

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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. Jordan              Aye              Mrs. Martin              Aye              Mr. Ward              Aye

**RESOLUTION NO. 03-578**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY SERVICES DEPARTMENT:**

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

**TRANSFER OF APPROPRIATION**

| FROM:   | TO:   | AMOUNT      |
|---|---|-------------|
| 21511309-5450<br>WMD/Machinery & Equip (over \$5000)          | 21511309-5250<br>WMD/Minor Tools & Equip <\$500       | \$ 9,490.75 |
| 21511312-5450<br>Homeland Sec/Machinery & Equip (over \$5000) | 21511312-5260<br>Homeland Security/Minor Tools& Equip | \$ 1,014.47 |

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

**RESOLUTION NO. 03-579**

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

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

Patricia Rayburn has accepted the promotion of Social Service Worker III with the Department of Job and Family Services; effective date May 6, 2003.

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

**RESOLUTION NO. 03-580**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDER'S OFFICE:**

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

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**TRANSFER OF FUNDS**

| FROM:                                 | TO:                                 | AMOUNT:      |
|---------------------------------------|-------------------------------------|--------------|
| 24113102 - 5801                       | 10013101 - 4601                     | \$ 30,000.00 |
| Recorder's Equipment Fund - Transfers | General Fund/Recorder - Transfer-in |              |

**SUPPLEMENTAL APPROPRIATIONS**

| FUND NUMBER:    | FUND NAME:                                       | AMOUNT:      |
|-----------------|--|--------------|
| 24113102 - 5801 | Recorder's Equipment Fund - Transfers            | \$ 30,000.00 |
| 10013101 - 5001 | Gen Fund/Recorder - Salaries                     | \$ 6,000.00  |
| 10013101 - 5120 | Gen Fund/Recorder - PERS                         | \$ 813.00    |
| 10013101 - 5131 | Gen Fund/Recorder - Medicare                     | \$ 87.00     |
| 10013101 - 5301 | Gen Fund/Recorder - Contracted Professional Srvs | \$ 20,000.00 |

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

**JAIL FEASIBILITY STUDY DISCUSSION-**

- Sheriff Al Meyers
- Mike Shade
- Kathryn Schwartz
- Lynn Cook
- Bob Reitz
- Larry Kline

**RESOLUTION NO. 03-581**

**IN THE MATTER OF AUTHORIZING A JAIL FEASIBILITY STUDY:**

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

Whereas, the 20/20 Facilities Committee met on April 17, 2003 to discuss options for the Delaware County jail, and

Whereas, the 20/20 facilities Committee would like to obtain as much information on the various options prior to making a recommendation,

THEREFORE BE IT RESOLVED by the Board of Commissioners of Delaware County that the Delaware County Commissioners authorize Bovis Lend Lease, Inc. to provide professional services required for a Feasibility Study.

Further be it resolved that the Board of Commissioners of Delaware County appropriate \$10,000.00 to account 40411414-5410 to fund the feasibility Study.

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

\*Too narrow of a study

**RESOLUTION NO. 03-582**

**7:30 PM -RECONVENING PUBLIC HEARING # 1 FOR CONSIDERATION OF A DITCH PETITION FILED BY WALTER NEIGHBOR (BASIGER #336 WATERSHED):**

It was moved by Mrs. Martin, seconded by Mr. Jordan to open the hearing at 8:00PM.

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

**RESOLUTION NO. 03-583**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY WALTER NEIGHBOR (BASIGER #336 WATERSHED):**

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

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

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**RESOLUTION NO. 03-584**

**IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE BASIGER #336 WATERSHED DITCH PETITION FILED BY WALTER NEIGHBOR:**

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

Whereas, on January 13, 2003, a Ditch Petition to purposed Walter Neighbor Ditch was filed with the Delaware County Commissioners, and

Whereas the Board of Commissioners of Delaware County on April 7 and May 5, 2003 held a 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 Basiger #336 Watershed Ditch Petition Ditch, And

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauseman, 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 Basiger #336 Watershed Ditch Petition. 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

**ADDITIONAL MEMBERS TO 20/20 COMMITTEE DISCUSSION-**

- Sheriff Al Meyers
- Mike Shade
- Kathyrn Schwartz
- Lynn Cook
- Bob Reitz
- Larry Kline

**RESOLUTION NO. 03-585**

**IN THE MATTER OF APPOINTING ADDITIONAL REPRESENTATIVES TO THE TWENTY-TWENTY PLANNING ADVISORY COMMITTEE:**

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

WHEREAS, In August 1996, a citizens Planning Advisory Committee was formed to develop a long-range plan to address Delaware County's capital improvement needs, and

WHEREAS, This committee solicited volunteers from the community to assist with the preparation of this report, and

WHEREAS, The Delaware County Commissioners would like to add additional members to the Twenty-Twenty Committee

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

Section I.                      That the Delaware County Board of Commissioners adds the following appointments to the current Twenty-Twenty Planning Advisory Committee:

|              |             |              |               |
|--------------|-------------|--------------|---------------|
| Tom Vatsures | Bob Hoffman | David Weiser | Barry Fleming |
| Lou Herzog   | John Rielly | Jim Newton   | Cindy Dinova  |
| Todd Hanks   |             |              |               |

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

\*Idea of adding members should have been:  
- Advertised  
-Mentioned to the current members of the committee  
-Brought to the attention of all the Commissioners.

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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