

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 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

- 9:00 AM Executive Session
- 7:30 PM Final Hearing By The Commissioners For The Hidden Cove Ditch Petition
- 7:45 PM Public Hearing – Creek Road Bridge
- 8:00 PM Public Hearing – Stockwell Road Bridge
- 8:15 PM Public Hearing – Hoskins Road Bridge
- 8:30 PM Public Hearing For A Zoning District Change From Farm Residential District (FR-1) To Planned Institutional (PINS) For A 7.134-Acre Tract In Radnor Township Owned By Trustees Of Delaware Church Of Christ

**RESOLUTION NO. 03-1123**

**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 9:00AM.

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

**RESOLUTION NO. 03-1124**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn out of Executive Session at 10:00AM.

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

**PUBLIC COMMENT**

**RESOLUTION NO. 03-1125**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 28, 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 August 28, 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. 03-1126**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0828 AND CMAPR0829:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0828 and CMAPR0829 and Purchase Orders and Vouchers as listed below:

**PO’s**

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Cathy Myers	SSI Retro	22411601-5350	\$ 6,877.00
<b>Vouchers</b>			
Bovis Lend Lease Inc.	Jail Feasibility Study	40411414-5410	\$ 11,000.00
Blues Auto Service	EMS Squad 10 Repaired	60111901-5370	\$ 14,784.64
Prudential Group Life and Disability	July & August Premium	60211902-5370	\$ 10,715.91

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

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**RESOLUTION NO. 03 -1127****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Court of Common Pleas is requesting that Lorrie Richards and Eric Mosley attend an Ohio Community Corrections Training in Dublin, Ohio September 23 to 24, 2003, at the cost of \$390.00.

The Auditor's Office is requesting that Jerry Walraven attend a UNIX Training Class in Columbus, Ohio October 20 to 24, 2003, at the cost of \$2,700.00

The Environmental Services Department is requesting that William K. Brutchey attend an OWEA -Wastewater Analyst Workshop in Columbus, Ohio September 19, 2003, at the cost of \$100.00.

The Environmental Services Department is requesting that Rick Varner attend a Water Environmental Federation Annual Conference and Expo in Los Angeles, California October 12 to 15, 2003, at the cost of \$2012.50.

The Commissioners Office is requesting that James D. Ward and Kris Jordan attend a Juvenile Detention Seminar in Portland, Oregon September 9 to 12, 2003, at the cost of \$228.00.

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

**RESOLUTION NO. 03-1128****IN THE MATTER OF APPROVING PLAT FOR TARTAN FIELDS PHASE 15; PLAN FOR THE MEADOWS AT HARVEST WIND AND DITCH MAINTENANCE PETITION FOR ESTATES OF GLEN OAK SECTION 2:**

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

**Tartan Fields Phase 15**

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Virginia Military District, Survey Number 2546 And Containing 13.053 Acres, More Or Less, Including 2.247 Acres Of Right-Of-Way Area, Being 12.697 Acres Out Of The 13.576 Acre Tract Conveyed To NHG Development Group, LTD, By Deed Of Record In Official Record 25 Page 464 And 0.355 Acres Out Of The Original 23.084 Acre Tract Conveyed To NHG Development Group, LTD., By Deed Of Record In Deed Book 671 Page 687 Records Of The Recorder's Office, Delaware County, Ohio, Cost \$75.00

**The Meadows At Harvest Wind**

Private Street, Storm And Water Plan; Part Of Farm Lot 24, Section 3, Township 5, Range 19 Of The United States Military Lands, Genoa Township, Delaware County, State Of Ohio. No Cost.

**Ditch Maintenance Petition- Estates Of Glen Oak Section 2**

We the undersigned owners of 26.196 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Estates Of Glen Oak 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 **Estates Of Glen Oak Section 2** Subdivision.

The cost of the drainage improvements is \$233,271.00 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. Twenty-eight (28) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$8,331.11 per lot. An annual maintenance fee equal to 2% of this basis \$166.62 will be collected for each lot. I

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understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,665.36 has been paid to Delaware County.

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

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

**RESOLUTION NO. 03-1129**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR AFRICA ROAD WIDENING AT VILLAS AT MAPLE CREEK; WORTHINGTON ROAD WIDENING AT VILLAS AT MAPLE CREEK; SHERMAN ROAD WIDENING FOR SHERMAN LAKES AND SHERMAN LAKES SECTION 2:**

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

**Africa Road Widening At Villas At Maple Creek**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 2<sup>nd</sup> day of September 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **EPCON MAPLE CREEK LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**AFRICA ROAD WIDENING AT VILLAS AT MAPLE CREEK**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

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

**Worthington Road Widening At Villas At Maple Creek**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 2<sup>nd</sup> day of September 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **EPCON MAPLE CREEK LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**WORTHINGTON ROAD WIDENING AT VILLAS AT**

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**MAPLE CREEK**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

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

**Sherman Road Widening For Sherman Lakes**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 2<sup>nd</sup> day of September 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **T&R PROPERTIES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**SHERMAN ROAD WIDENING FOR SHERMAN LAKES**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVENTY THOUSAND DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **FOUR THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2004**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades

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and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**.

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

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

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

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

**Sherman Lakes Section 2**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 2<sup>nd</sup> day of September 2003, between **T&R PROPERTIES**, as evidenced by the **SHERMAN LAKES SECTION 2** 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 7/30/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS (note that \$10,000 has already been deposited with the Sherman Lakes Pre-grading Agreement)** 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

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**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.

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

**RESOLUTION NO. 03-1130**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR HARBOR POINTE SECTION 3, PHASE B:**

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

**Harbor Pointe Section 3, Phase B**

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

In accordance with the Subdivider's Agreement, the Engineer recommends that the maintenance bond be set at **\$16,374** for the duration of the one year maintenance period. A Bond in that amount is available. He also request approval to return the Bond being held as construction surety to the developer, M/I Homes. A letter approving release of this Bond is available.

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

**RESOLUTION NO. 03-1131**

**IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR TARTAN FIELDS PHASE 15:**

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

**Tartan Fields Phase 15**

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$37,873.65**, and a Letter of Credit in that amount is available to cover the bonding of this project.

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

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**RESOLUTION NO. 03 -1132**

**IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF TIMBERROCK LLC FOR CONSTRUCTION OF TROTTERS GAIT:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve taking action against the bond of Timberrock LLC.:

**Trotters Gait**

In June, 2002, your Board entered into agreement with Timberrock LLC for improvements to be made on Seldom Seen Road in conjunction with the above referenced project. As spelled out in this agreement, the improvements were to be made by September, 2002. As of this date, these improvements have not been done. The Engineer has made several attempts to work with the developer to complete these improvements, including giving additional time to finish the work.

On August 12, 2003, the Engineering staff sent a letter via certified mail advising the developer that, should these improvements not be completed by August 26, 2003, the Engineer would request your Board's approval to take action against the bond being held as surety for the project. The Engineering staff still has received no response to our requests and, therefore, request approval to take action against their surety.

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

**RESOLUTION NO. 03 -1133**

**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
U03130	Verizon	S. Old State Road	Relocate poles
U03131	Verizon	S. Old State Road	Relocate poles
U03132	Columbus Southern Power	S. Old State Road	Remove/install poles
U03134	Suburban Natural Gas	Old State Road	Bore PVC for phone line
U03135	Suburban Natural Gas	Northpointe Meadows	Lay gas mains
U03136	Suburban Natural Gas	Bold Venture, Pleasant Colony & Twin Acorn Drives	Lay gas mains

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

**RESOLUTION NO. 03-1134**

**IN THE MATTER OF AUTHORIZING A REQUEST THAT ODOT ENACT A SPEED LIMIT REVISION ON LIBERTY ROAD (COUNTY ROAD 9):**

It was moved by Mr. Jordan, seconded by Mrs. Martin to authorize speed limit revision as follows:

**Liberty Road (CR #9) Speed Limit Revision**

As a result of ODOT's response from Delaware County's recent request to the Ohio Department of Transportation regarding the speed limit reduction on Liberty Road, The Engineer is requesting that your Board pass a resolution as suggested by ODOT.

Therefore, The Engineer is recommending that a Resolution be passed by your Board to request the Director of the Ohio Department of Transportation to determine and declare a **45 MPH** speed limit for **Liberty Road (CR #9)** from **City of Powell's north border** to **Home Road (CR 124)**. Upon receipt of your Resolution, the Engineering Staff will send a letter of request and the Resolution to the Ohio Department of Transportation for their action.

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

**RESOLUTION NO. 03-1135**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ZIMMERMAN DITCH PROJECT:**

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

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**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
40540412-5430	Ditch Construction-Zimmerman	\$ 7,649.81
Vote on Motion	Mr. Jordan      Aye      Mrs. Martin      Aye      Mr. Ward      Aye	

**RESOLUTION NO. 03-1136**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR BIG WALNUT ANIMAL HOSPITAL AND WALNUT WOODS SECTION 1:**

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

<b>Big Walnut Animal Hospital</b>	1,072 feet of 8 inch sewer	4 manholes
<b>Walnut Woods Section 1</b>	640 feet of 8 inch sewer	6manholes
Vote on Motion	Mr. Ward      Aye      Mr. Jordan      Aye      Mrs. Martin      Aye	

**RESOLUTION NO. 03-1137**

**IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE ESTATE OF AUSTIN E. KNOWLTON:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 2<sup>nd</sup> day of September 2003, by and between The Estate of Austin E. Knowlton, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat. (Available in the Sanitary Engineer Department).

The purchase price of said Easement is Nine Thousand Nine Hundred and Eight Dollars (\$9,908.00) to be paid and credited upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before September 1, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer Department).

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$9,908.00 to The Estate of Austin E. Knowlton.

Vote on Motion	Mrs. Martin      Aye      Mr. Jordan      Aye      Mr. Ward      Aye
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**RESOLUTION NO. 03-1138**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS LANE AVENUE BAPTIST CHURCH; MARION FAMILY YMCA; DEBORAH PARNELL AND Z. FARIBA KAZEMI:**

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

Child Care	Basic Rates Full Time (25 Hrs. or	Part Time Rates	Adjustment to Basic Rates



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		More)		
Lane Avenue Baptist Church 1610 W. Lane Ave. Columbus, Ohio 43221	Toddler Preschool Schoolage Before & After Before School Only After School Only	\$131.00 \$114.00 \$103.00 \$ 93.00 \$ 47.00 \$ 77.00	\$ 88.00 \$ 76.00 \$ 69.00 \$ 69.00 \$ 47.00 \$ 69.00	\$25.00 Registratio n Fee
Marion Family YMCA 197 E. Church Street Marion, Ohio 43302	Non Member	\$95.00	\$63.65	\$15.00 per week
Deborah Parnell 1094 Fair Avenue Columbus, Ohio 43205	Infant Toddler Preschool Schoolage	\$107.00 \$103.00 \$ 91.00 \$ 86.00	\$ 72 .00 \$ 69.00 \$ 61.00 \$ 58.00	\$10.00 per month
Z. Fariba Kazemi 532 Salisbury Drive Powell, Ohio 43065	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50		None

(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

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

A Purchase Order Increase in the amount of \$3,000.00 to Deborah Parnell.

A Purchase Order Request in the amount of \$3,000.00 to Lane Avenue Baptist Church.

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

**RESOLUTION NO. 03-1139**

**IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS LAURIE DAUM AND KAREN BUMPUS:**

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

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective August 1, 2003, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and the following list of child care providers entered into as listed.

Name	Address
Laurie Daum	3443 Courtland Drive, Lewis Center, Ohio 43035
Karen Bumpus	6161 Lock Road, Centerburg, Ohio 43011

Article 4. Cost and Delivery of Purchased Services:

(1) basic Rates:

	Adjusts the unit rate from	To
Infant	\$2.05	\$1.65
Toddler	\$2.05	\$1.65
Pre-School	\$1.90	\$1.50
School Age	\$1.90	\$1.50

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

**RESOLUTION NO. 03-1140**

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**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND OHIO HOSPITAL FOR CHILD & ADOLESCENT PSYCHIATRY AND HOUSE OF NEW HOPE FOR CHILD PLACEMENT SERVICES:**

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<b>Ohio Hospital For Child &amp; Adolescent Psychiatry</b> <b>1430 S. High Street</b> <b>Columbus, Ohio 43207</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
<b>House Of New Hope</b> <b>8135 Mt. Vernon Road</b> <b>St. Louisville, Ohio 43071</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A Copy of each of these contracts is available in the Commissioners' Office until no longer of Administrative Value).

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Increase in the amount of \$7,000.00 to House of New.

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

**RESOLUTION NO. 03-1141**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE AREA CAREER CENTER ABLE PROGRAM FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:**

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

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 Delaware Area Career Center ABLE Program (hereafter "ABLE").

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

A. ABLE will provide services for WIA/TANF-eligible participants. Services will include:1. ABLE/GED classes offered at the Department four times per week.2. ESOL classes for families with limited English skills offered at the Department four times per week.3. In-home ABLE/GED instruction for individuals referred by the Department.4. Provision of a registered nurse to serve as a medical advocate for families challenged by health issues.5. Provision of an advocate/counselor to assist with personal life skills.6. Provision of tracking, follow-up, and weekly attendance reporting.7. Provision of incentives for adult enrolling and progressing through the ABLE program and also for passing the official GED test.8. Provision of a copier for the training room and supplies for budgeting classes.All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.

B.Expenditures for this contract will not exceed \$80,760.

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

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D.ABLE 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. ABLE 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. ABLE 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. ABLE 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. ABLE agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and ABLE 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 ABLE 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 ABLE 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, ABLE must notify the Department immediately.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Increase in the amount of \$20,000.00 to Delaware JVS ABLE.

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

**RESOLUTION NO. 03-1142**

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

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

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 Delaware JVS Adult Education (hereafter "Delaware JVS Adult Education").

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

A. Delaware JVS Adult Education will provide services for WIA/TANF-eligible participants. Services will include:

Delaware JVS Adult Education will provide coordinator services for the resource center, training and certification classes, and other computer-based needs.

All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.

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B. Expenditures for coordinator services shall not exceed \$66,734.28. Customized training will be procured at \$75 per hour with other training being available at cost customarily charged to the public. Training procured under this contract shall be limited to \$10,000. The total amount of this contract shall not exceed \$76,734.28.

C. The time period for this contract is from July 1, 2003 through June 31, 2004.

D. Delaware JVS Adult Education 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. Delaware JVS Adult Education 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. Delaware JVS Adult Education 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. Delaware JVS Adult Education 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. Delaware JVS Adult Education agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Delaware JVS Adult Education 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 Delaware JVS Adult Education 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 Delaware JVS Adult Education 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, Delaware JVS Adult Education must notify the Department immediately.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request in the amount of \$38,000.00 to Delaware JVS Adult Education.

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

**RESOLUTION NO. 03-1143**

**IN THE MATTER OF REQUESTING THE APPROVAL TO EXTEND THE TIME FRAME TO ACCEPT APPLICATIONS FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) FOR 2003:**

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware Comprehensive Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County Commissioners approved the use of the Revolving Loan Fund in the amount of \$350,000 on December 30, 2002, Resolution No. 02-1649 to be used for rehabilitation of 7 units for Private Rehab

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and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, the time frame to accept applications for DCHIP was from January 21, 2003, to February 28, 2003, extended on March 24, 2003, Resolution #03-403 to April 30, and now requesting extension because of walk-away possibility of three Private Rehab dwellings.

WHEREAS, the County needs to extend the time of accepting applications to September 26, 2003, for eligible persons to apply.

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

SECTION I. The Delaware County Board of Commissioners hereby approves to extend the time to accept application for Delaware County Housing Improvement Program (DCHIP) to September 26, 2003.

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

**RESOLUTION NO. 03-1144**

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

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Thursday, September 11, at 9:30 am**. The bid is for a two family unit located at 214-216 E. Taylor Street, Ashley, Ohio. This bid opening will be held at the Commissioners Hearing Room located at 101 N. Sandusky St., Delaware, Ohio.

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

**RESOLUTION NO. 03-1145**

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

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve specifications and set bid opening date and time for **Thursday, September 11, at 9:40 am**. The bid is for a one family unit located at 25 N. Columbus St. Sunbury, Ohio. This bid opening will be held at the Commissioners Hearing Room located at 101 N. Sandusky St., Delaware, Ohio.

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

**RESOLUTION NO. 03-1146**

**7:30 PM FINAL 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 7:30PM.

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

**RESOLUTION NO. 03-1147**

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

It was moved by Mr. Jordan, seconded by Mrs. Martin to close the Hearing at 7:38PM.

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

**RESOLUTION NO. 03-1148**

**IN THE MATTER OF COMMISSIONERS' FINDING AFFIRMING ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS:**

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

In the matter of the ditch petition filed by the Hidden Cove Homeowners Association (Eamonn Rooney Trustee) on March 20, 2003.

WHEREAS, this being the day fixed by said Board in the order dated the 2<sup>nd</sup> day of September 2003, for the final hearing on the Reports, Plans, and Schedules of the County engineer, on the estimated assessments, on claims for compensation or damages and on the proceedings for the improvement.

WHEREAS, The Board finds that due and legal notice of this final hearing has been given as required by law; and

WHEREAS, The Board has heard all the evidence offered in the proceedings and received and considered all the schedules, plans, and reports filed by the County Engineer:

WHEREAS, this Board has considered the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, etc.;

THEREFORE BE IT RESOLVED, that the Board herby approves the maps, profiles, plans, schedules and reports for prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, That county general funds be used to pay for the improvement, and that five years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and no interest shall be charged on the installments, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, or any part thereof, and in case manufactured material is required for the construction of the improvement, the County Engineer is hereby directed to send copies of the notice by mail to dealers and manufacturers and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

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

**RESOLUTION NO. 03-1149**

**7:45PM PUBLIC HEARING FOR THE REPLACEMENT OF THE CREEK ROAD BRIDGE IN TRENTON TOWNSHIP:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to open the Hearing at 7:46PM.

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

**RESOLUTION NO. 03-1150**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE REPLACEMENT OF THE CREEK ROAD BRIDGE IN TRENTON TOWNSHIP:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to close the Hearing at 7:50PM.

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

**RESOLUTION NO. 03-1151**

**IN THE MATTER OF ESTABLISHING THE NEED TO AND DECLARING NECESSARY BY A VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO THE REPLACEMENT OF CREEK ROAD BRIDGE:**

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WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it shall so declare by Resolution; now, therefore, upon motion of Commissioner Jordan, seconded by Commissioner Martin.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONER OF DELAWARE COUNTY, OHIO:

Section 1) That the Clerk of the Board of County Commissioners of Delaware County, Ohio, did cause legal publication on August 14 and on August 21, 2003, in accordance with the law.

Section 2) That on August 26, 2003, at 1:30 PM the above project, was viewed by the Delaware County Commissioners on the line of said proposed improvements The public hearing on this matter was held on September 2, 2003, at 7:45PM.

Section 3) That it is necessary for the public convenience and welfare that proceedings be initiated to proceed with the above projects.

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

**RESOLUTION NO. 03-1152**

**IN THE MATTER OF INSTRUCTING THE ENGINEER TO PREPARE SURVEYS, PLANS ESTIMATES, SPECIFICATIONS AND PLATS FOR REPLACEMENT OF CREEK ROAD BRIDGE AS VIEWED ON AUGUST 26, 2003:**

THE COUNTY ENGINEER SHALL FILE ALL NECESSARY PLANS, ESTIMATES, SPECIFICATIONS, SURVEYS AND PLATS AT THE EARLIEST DATE POSSIBLE.

WHEREAS, on August 4, 2003, by Resolution No. 03-992, the Board of County Commissioners did fix the public viewing for August 26, at 1:30 PM and the final public hearing, for September 2, 2003, at 7:45PM.

WHEREAS, legal notice was published in a newspaper of general circulation in said County; and

WHEREAS, on September 2, 2003, the Board of County Commissioners of Delaware County, Ohio, adopted a Resolution declaring it necessary for the above projects.

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, did on August 26, 2003, viewing of said proposed improvement of the above projects, met on the line thereof as described in said Resolution of Necessity to go over and along the line of said proposed improvements and the premises adjacent thereto, which are affected thereby and does find the proposed improvements are of sufficient importance to require that the Engineer of Delaware County, Ohio be instructed and directed to make all necessary surveys, plans, estimates, specifications and plats;

Now, therefore, upon motion of Commissioner Jordan, seconded by Commissioner Martin.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1) That the Engineer of Delaware County, Ohio, be and hereby is authorized and instructed to make all necessary, plans, estimates, specifications, surveys, and plats of the proposed improvements to the projects, an accurate and detailed description of each tract of land which will be necessary to be taken, together with the names of each owner, to set stakes at the termini of each right-of-way line and at all angles between such termini and at sufficient other points in the right-of-way lines so that the bounds of the proposed herein described road improvement may be discernible in the property owners' property.

The Engineer's plans, estimates, specifications, surveys and plats of the proposed improvements shall be submitted to the County Commissioners at the earliest date possible.

Section 2) That the Delaware County Engineer, by his request, is hereby authorized and directed to investigate and recommend to this Board a consulting engineer to be employed to assist him in the preparation of plans and all other related documents for the above mentioned improvement.

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

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**RESOLUTION NO. 03-1153****8:00PM PUBLIC HEARING FOR THE REPLACEMENT OF THE STOCKWELL ROAD BRIDGE IN TRENTON TOWNSHIP:**

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

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

**RESOLUTION NO. 03-1154****IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE REPLACEMENT OF THE STOCKWELL ROAD BRIDGE IN TRENTON TOWNSHIP:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to close the Hearing at 8:02PM.

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

**RESOLUTION NO. 03-1155****IN THE MATTER OF ESTABLISHING THE NEED TO AND DECLARING NECESSARY BY A VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO THE REPLACEMENT OF STOCKWELL ROAD BRIDGE:**

WHEREAS,            Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it shall so declare by Resolution; now, therefore, upon motion of Commissioner Jordan, seconded by Commissioner Martin.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONER OF DELAWARE COUNTY, OHIO:

- Section 1)            That the Clerk of the Board of County Commissioners of Delaware County, Ohio, did cause legal publication on August 14 and on August 21, 2003, in accordance with the law.
- Section 2)            That on August 26, 2003, at 1:30 PM the above project, was viewed by the Delaware County Commissioners on the line of said proposed improvements The public hearing on this matter was held on September 2, 2003, at 8:00 PM.
- Section 3)            That it is necessary for the public convenience and welfare that proceedings be initiated to proceed with the above projects.

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

**RESOLUTION NO. 03-1156****IN THE MATTER OF INSTRUCTING THE ENGINEER TO PREPARE SURVEYS, PLANS ESTIMATES, SPECIFICATIONS AND PLATS FOR REPLACEMENT OF STOCKWELL ROAD BRIDGE AS VIEWED ON AUGUST 26, 2003:**

THE COUNTY ENGINEER SHALL FILE ALL NECESSARY PLANS, ESTIMATES, SPECIFICATIONS, SURVEYS AND PLATS AT THE EARLIEST DATE POSSIBLE.

WHEREAS,            on August 4, 2003, by Resolution No. 03-992, the Board of County Commissioners did fix the public viewing for August 26, at 1:30 PM and the final public hearing, for September 2, 2003, at 8:00 PM.

WHEREAS,            legal notice was published in a newspaper of general circulation in said County; and

WHEREAS,            on September 2, 2003, the Board of County Commissioners of Delaware County, Ohio, adopted a Resolution declaring it necessary for the above projects.

WHEREAS,            the Board of County Commissioners of Delaware County, Ohio, did on August 26, 2003, viewing of said proposed improvement of the above projects, met on the line thereof as described in said Resolution of Necessity to go over and along the line of said proposed improvements and the premises adjacent thereto, which are affected thereby and does find the proposed improvements are of sufficient importance to require that the Engineer of Delaware County, Ohio be instructed and directed to make all necessary surveys, plans, estimates, specifications and plats;



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Now, therefore, upon motion of Commissioner Martin, seconded by Commissioner Jordan.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1) That the Engineer of Delaware County, Ohio, be and hereby is authorized and instructed to make all necessary, plans, estimates, specifications, surveys, and plats of the proposed improvements to the projects, an accurate and detailed description of each tract of land which will be necessary to be taken, together with the names of each owner, to set stakes at the termini of each right-of-way line and at all angles between such termini and at sufficient other points in the right-of-way lines so that the bounds of the proposed herein described road improvement may be discernible in the property owners' property.

The Engineer's plans, estimates, specifications, surveys and plats of the proposed improvements shall be submitted to the County Commissioners at the earliest date possible.

Section 2) That the Delaware County Engineer, by his request, is hereby authorized and directed to investigate and recommend to this Board a consulting engineer to be employed to assist him in the preparation of plans and all other related documents for the above mentioned improvement.

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

**RESOLUTION NO. 03-1157**

**8:15PM PUBLIC HEARING FOR THE REPLACEMENT OF THE HOSKINS ROAD BRIDGE ON THE LINE BETWEEN RADNOR AND THOMPSON TOWNSHIPS:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to open the Hearing at 8:15PM.

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

**RESOLUTION NO. 03-1158**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE REPLACEMENT OF THE HOSKINS ROAD BRIDGE ON THE LINE BETWEEN RADNOR AND THOMPSON TOWNSHIP:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to close the Hearing at 8:18PM.

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

**RESOLUTION NO. 03-1159**

**IN THE MATTER OF ESTABLISHING THE NEED TO AND DECLARING NECESSARY BY A VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO THE REPLACEMENT OF HOSKINS ROAD BRIDGE:**

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it shall so declare by Resolution; now, therefore, upon motion of Commissioner Martin, seconded by Commissioner Jordan.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONER OF DELAWARE COUNTY, OHIO:

Section 1) That the Clerk of the Board of County Commissioners of Delaware County, Ohio, did cause legal publication on August 14 and on August 21, 2003, in accordance with the law.

Section 2) That on August 26, 2003, at 1:30 PM the above project, was viewed by the Delaware County Commissioners on the line of said proposed improvements The public hearing on this matter was held on September 2, 2003, at 8:15PM.

Section 3) That it is necessary for the public convenience and welfare that proceedings be initiated to proceed with the above projects.

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

**RESOLUTION NO. 03-1160**

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**IN THE MATTER OF INSTRUCTING THE ENGINEER TO PREPARE SURVEYS, PLANS ESTIMATES, SPECIFICATIONS AND PLATS FOR REPLACEMENT OF HOSKINS ROAD BRIDGE AS VIEWED ON AUGUST 26, 2003:**

THE COUNTY ENGINEER SHALL FILE ALL NECESSARY PLANS, ESTIMATES, SPECIFICATIONS, SURVEYS AND PLATS AT THE EARLIEST DATE POSSIBLE.

WHEREAS, on August 4, 2003, by Resolution No. 03-992, the Board of County Commissioners did fix the public viewing for August 26, at 1:30 PM and the final public hearing, for September 2, 2003, at 8:15PM.

WHEREAS, legal notice was published in a newspaper of general circulation in said County; and

WHEREAS, on September 2, 2003, the Board of County Commissioners of Delaware County, Ohio, adopted a Resolution declaring it necessary for the above projects.

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, did on August 26, 2003, viewing of said proposed improvement of the above projects, met on the line thereof as described in said Resolution of Necessity to go over and along the line of said proposed improvements and the premises adjacent thereto, which are affected thereby and does find the proposed improvements are of sufficient importance to require that the Engineer of Delaware County, Ohio be instructed and directed to make all necessary surveys, plans, estimates, specifications and plats;

Now, therefore, upon motion of Commissioner Jordan, seconded by Commissioner Martin.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1) That the Engineer of Delaware County, Ohio, be and hereby is authorized and instructed to make all necessary, plans, estimates, specifications, surveys, and plats of the proposed improvements to the projects, an accurate and detailed description of each tract of land which will be necessary to be taken, together with the names of each owner, to set stakes at the termini of each right-of-way line and at all angles between such termini and at sufficient other points in the right-of-way lines so that the bounds of the proposed herein described road improvement may be discernible in the property owners' property.

The Engineer's plans, estimates, specifications, surveys and plats of the proposed improvements shall be submitted to the County Commissioners at the earliest date possible.

Section 2) That the Delaware County Engineer, by his request, is hereby authorized and directed to investigate and recommend to this Board a consulting engineer to be employed to assist him in the preparation of plans and all other related documents for the above mentioned improvement.

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

**RESOLUTION NO. 03-1161**

**8:30 PM PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL (PINS) FOR A 7.134-ACRE TRACT IN RADNOR TOWNSHIP OWNED BY TRUSTEES OF DELAWARE CHURCH OF CHRIST:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to open the Hearing at 8:30PM.

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

**RESOLUTION NO. 03-1162**

**IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL (PINS) FOR A 7.134-ACRE TRACT IN RADNOR TOWNSHIP OWNED BY TRUSTEES OF DELAWARE CHURCH OF CHRIST TO SEPTEMBER 29, 2003 AT 8:30PM:**

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

Whereas, Delaware County Zoning Resolution, Article XXX requires notice of a Zoning Hearing at least 10days prior to the date of a Zoning Hearing; and

Whereas, due to a computer error at the Gazette, notice was published 7days prior to the established hearing

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date; and

Whereas, continuing the Public Hearing for a zoning district change would allow for the proper notice in the Gazette.

Therefore Be It resolved that, the Board of Delaware County Commissioners will continuing the public hearing for a zoning district change from Farm Residential District (FR-1) To Planned Institutional (PINS) for a 7.134-acre tract in Radnor Township owned by trustees of Delaware Church Of Christ **To September 29, 2003 at 8:30pm.**

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