

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 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

PUBLIC COMMENT

RESOLUTION NO. 03-1229

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 18, 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 September 18, 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. 03-1230

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0919:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0919 and Purchase Orders and Vouchers as listed below:

PO's

	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Increases				
	Child Care Unlimited	Child Care	22411606-5348	\$ 5,000.00
	Roadmaster Drivers	Client Tuition	22411603-5350	\$ 4,000.00
	Lapetite/Polaris	Child Care	22411606-5348	\$ 3,000.00
	Lapetite/Summitview	Child Care	22411606-5348	\$ 2,500.00
	Childrens World Woods	Child Care	22411606-5348	\$ 1,500.00
Vouchers				
	Today's Learning Child	Child Care	22411606-5348	\$ 8,042.00
	Christian Children's Home	Residential Treatment	22511607-5342	\$ 5,806.12
	Toddler Inn Child Care	Child Care	22411606-5348	\$ 18,012.81
	Roadmaster Driver	Client Tuition	22411603-5350	\$ 7,998.00
	Noahs Ark Learning Center	Child Care	22411606-5348	\$ 7,565.00

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

RESOLUTION NO. 03 -1231

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer's Office is requesting that Ryan Mraz, Rob Riley and Doug Riedel attend the 57th annual Ohio Transportation Engineering Conference in Columbus, Ohio November 5 to 6, 2003, at the cost of \$405.00.

The Environmental Services Department is requesting that Barry Bryant attend an Ohio Storm Water Management Conference in Columbus, Ohio October 8 to 9, 2003, at the cost of \$65.00.

The Department of Job and Family Services is requesting that Barbara Minnick and Jacqueline Culbertson attend a Job and Family Services Human Resources Association Meeting in Columbus, Ohio October 8, 2003, at the cost of \$50.00.

The Department of Job and Family Services is requesting that Angela Thomas attend a Negotiations Seminar in Columbus, Ohio September 25, 2003, at the cost of \$179.00.

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

RESOLUTION NO. 03-1232

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003

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

Joseph Farmer	2 Classes	\$1,000.00				
Kenneth Rosenbaum	1 Class	\$544.00				
Vote on Motion	Mrs. Martin	Aye	Mr. Jordan	Aye	Mr. Ward	Aye

RESOLUTION NO. 03-1233

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS FOR SCIOTO RESERVE SECTION 1 PHASES 7 & 8 AND WEDGEWOOD SECTION 11:

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

Ditch Maintenance Petition- Scioto Reserve Section 1 Phases 7 & 8

We the undersigned owners of 21.58 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Section 1 Phases 7 & 8** 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 **Scioto Reserve Section 1 Phases 7 & 8** Subdivision.

The cost of the drainage improvements is \$58,193.36 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. 59 (Fifty-nine) 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, \$986.33 per lot. An annual maintenance fee equal to 2% of this basis \$19.73 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,163.87 has been paid to Delaware County.

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

Ditch Maintenance Petition-Wedgewood Section 11

We the undersigned owners of 33.65 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Wedgewood Section 11** 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 **Wedgewood Section 11** Subdivision.

The cost of the drainage improvements is \$210,268.00 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. 41 (forty-one) 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, \$5,128.49 per lot. An annual maintenance fee equal to 2% of this basis \$102.57 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,205.37 has been paid to

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003**

Delaware County.

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

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

RESOLUTION NO. 03-1234

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR GLEN OAK SECTION 3, PHASE A; MCCAMMON CHASE PHASE 2 AND MCCAMMON CHASE PHASE 3:

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

Glen Oak Section 3, Phase A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 22nd day of September 2003, between **DOMINION HOMES** as evidenced by the **GLEN OAK SECTION 3, PHASE A** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/3/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

Acceptance of the roads and drainage structures in said subdivision into the public system shall be

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003**

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.

McCammon Chase Phase 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 22nd day of September 2003, between **ALUM CREEK, INC.** as evidenced by the **MCCAMMON CHASE PHASE 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 9/12/03, 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003**

It is further agreed that upon execution of the **AGREEMENT**, the **SUB DIVIDER** shall deposit **EIGHTEEN THOUSAND SEVEN 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.

McCammon Chase Phase 3

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 22nd day of September 2003, between **ALUM CREEK, INC.** as evidenced by the **MCCAMMON CHASE PHASE 3** 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 9/12/03, 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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003**

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 **FIFTEEN THOUSAND EIGHT HUNDRED TEN 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.

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

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003

RESOLUTION NO. 03 -1235

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
U03133	American Electric Power	Africa Road	Extend overhead line
U03137	Columbia Gas	Tartan Fields 15	Install gas main
U03138	Columbia Gas	Owenfield Drive	Install gas main
U03139	SBC Ohio	Sunbury Road	Place telephone conduit
U03142	Columbia Gas	North Orange Section 2,3A	Install gas main
U03143	Columbia Gas	North Orange Section 2,3B	Install gas main

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

RESOLUTION NO. 03-1236

IN THE MATTER OF APPROVING THE CONTRACT WITH AMERICAN CONSULTING, INC FOR THE PROJECT KNOW AS THE HOME ROAD GRADE SEPARATION PROJECT:

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

CONTRACT

AGREEMENT, made and entered into this 22nd day of September, 2003 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **AMERICAN CONSULTING, INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a fee amount of **\$381,711.00**, (\$284,942.00 scoped engineering services, plus \$96,769.00 in "if authorized" items), based on a Cost Proposal for Engineering Services dated August 14, 2003, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional preliminary development and preliminary design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Home Road Grade Separation Project (PID #75917)**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before **March 1, 2004**.

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

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

RESOLUTION NO. 03-1237

IN THE MATTER OF APPROVING THE CONTRACT WITH JONES -STUCKEY LTD, INC FOR PROFESSIONAL DESIGN SERVICES FOR THE PROJECT KNOW AS THE HOSKINS ROAD BRIDGE REPLACEMENT:

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

CONTRACT

AGREEMENT, made and entered into this 22nd day of September 2003 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **JONES -STUCKEY LTD, INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount of **\$170,358.00**, (\$136,999 basic engineering services, plus \$33,359.00 in "if authorized" items), based on a Proposal for Engineering Services dated June 19, 2003, and Cost Proposal dated June 19, 2003, to be paid as

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003

hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Hoskins Road Bridge Replacement**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before March 19, 2004.

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

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

RESOLUTION NO. 03-1238

IN THE MATTER OF APPROVING THE SALT BID FOR 2003-2004:

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

Salt Bid for 2003-2004

With the rising cost of salt, along with the concern of availability, The Engineer's Office has entered into the Southwestern Ohio Cooperative Purchasing for Governments salt co-op. Bids have been opened with pricing received from six suppliers. This pricing is considerably less than pricing we received in the past and compared with other counties not participating in this program.

Therefore, The Engineer recommends that your Board approve a non-exclusive bid award to these six suppliers for the purchase of our road salt during the 2003-2004 winter season. A list of the suppliers and their pricing are available for review.

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

RESOLUTION NO. 03-1239

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH PORTER TOWNSHIP FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

**“COOPERATION AGREEMENT”
 PORTER TOWNSHIP & DELAWARE COUNTY
 PORTER TOWNSHIP ROAD IMPROVEMENT PROJECT**

PORTER TOWNSHIP RESOLUTION NUMBER OPWC-01; September 9, 2003 DATE

DELAWARE COUNTY RESOLUTION NUMBER 03-1239; September 22, 2003, DATE

Porter Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Porter Township Road Improvement Project

Porter Township will provide funds totaling 14% of the cost of the project name. Such funds will come from the road and bridge fund.

Delaware County through the County Engineer will provide funds totaling 14 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Porter Township to be the lead applicant and to sign all necessary documents.

Porter Township agrees to pay its \$50,000 of the cost as invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its \$50,000 of the cost towards construction and inspection services.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003**

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

RESOLUTION NO. 03-1240

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH SCIOTO TOWNSHIP FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

**“COOPERATION AGREEMENT”
SCIOTO TOWNSHIP & DELAWARE COUNTY
SCIOTO TOWNSHIP RUSSELL ROAD PROJECT**

SCIOTO TOWNSHIP RESOLUTION NUMBER 11-2003; Date September 10, 2003

DELAWARE COUNTY RESOLUTION NUMBER 03-1240; Date September 22, 2003

Scioto Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Scioto Township Russell Road Project.

Scioto Township will provide funds totaling \$150,000.00 of the cost of the project name. Such funds will come from the Road and Bridge fund.

Delaware County, through the County Engineer will provide the total amount of funds for the project engineering at an estimate of \$153,040.00. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Scioto Township to be the lead applicant and to sign all necessary documents. Scioto Township agrees to pay its \$150,000.00 of the cost as invoices are due.

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

RESOLUTION NO. 03-1241

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH CONCORD TOWNSHIP FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

**“COOPERATION AGREEMENT”
CONCORD TOWNSHIP & DELAWARE COUNTY
CONCORD ROAD DRAINAGE IMPROVEMENTS PROJECT**

CONCORD TOWNSHIP RESOLUTION NUMBER 091103; September 11, 2003 DATE

DELAWARE COUNTY RESOLUTION NUMBER 03-1241; September 22, 2003 DATE

Concord Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Concord Road Drainage Improvements Project

Concord Township will provide funds totaling 9% of the cost of the project name. Such funds will come from the road and bridge fund.

Delaware County through the County Engineer will provide funds totaling 17 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Concord Township to be the lead applicant and to sign all necessary documents.

Concord Township agrees to pay its \$50,000 of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its \$94,900 of the cost through the engineering services contract and inspection services.

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

RESOLUTION NO. 03-1242

IN THE MATTER OF AUTHORIZING APPLICATION FOR OPWC CAPITAL IMPROVEMENT FUNDING FOR COOK ROAD BRIDGE OVER EVERSOLE RUN:

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003

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

**“AUTHORIZING LEGISLATION”
 Delaware County
 Cook Road Bridge over Eversole Run**

A RESOLUTION AUTHORIZING James D. Ward, President, Board of Delaware County Commissioners TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED;

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Delaware County Board of Commissioners is planning to make capital improvements to Cook Road Bridge over Eversole Run, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County:

Section 1: That James D. Ward is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That James D. Ward is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

RESOLUTION NO. 03-1243

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR VILLAGE OF SHAWNEE HILLS FY’02 ROADWAY IMPROVEMENTS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **September 29, 2003, at 1:00**. This bid opening will be held at Shawnee Hills Municipal Hall Building located at 40 W. Reindeer Dr., Shawnee Hills, Ohio.

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

RESOLUTION NO. 03-1244

IN THE MATTER OF AUTHORIZING THE USE OF ADDITIONAL DELAWARE COUNTY PROGRAM INCOME FUNDS TO PREPARE THE COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS) FOR THE FISCAL YEAR 2003 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM:

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

WHEREAS, Delaware County has applied for \$177,000 in the Fiscal Year 2003 Small Cities Community Development Block (CDBG) grant funds under the Formula Program for various improvement and planning projects in the County, and

WHEREAS, the total cost of these projects is estimated to be \$365,764; and

WHEREAS, it is anticipated that a funding gap exists between the total cost of said projects and the amount of funds available to totally fund these projects from the FY03 CDBG Small Cities Formula Program; and

WHEREAS, the CDBG funds are to be used to assist the community’s low and moderate-income households consistent with the National Objectives established for the CDBG Program; and

WHEREAS, on July 7, 2003, the Delaware County Commissioners’ approved, via Resolution No. 03-872, the use of Delaware County’s Program Income in the amount of \$8,000, to assist in the funding of the CHIS Planning Project.

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

Section 1. That the Delaware County Board of Commissioners hereby approves the use of additional Program Income in the amount of \$4,500 to further assist in the development of the CHIS Planning

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003

Project.

Section 2: That the Delaware County Board of Commissioners' approves use of up to \$12,500 of Delaware County Program Income funds for the CHIS Project.

Section 3. That this resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 03-1245

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND POGGEMEYER DESIGN GROUP TO PREPARE A COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS) PLAN FOR THE FY 2003 CDBG FORMULA PROGRAM:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount up to \$4,000 has been provided to Delaware County through the FY03 CDBG Formula Program, and funding in the amount up to \$8,000 has been provided through the Delaware County Program Income fund as approved by the Delaware County Board of Commissioners for the CHIS Plan; and

WHEREAS, the project was bid out per CDBG requirements and guidelines, and bids were received on August 1, 2003; and

WHEREAS, the Economic Development Department, has reviewed the bids received, and the bid submitted by Poggemeyer Design Group in the amount up to \$16,500 has been determined to be the lowest and best bid.

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

Section 1. That the Delaware County Board of Commissioners awards the bid to Poggemeyer Design Group for the preparation of the CHIS Plan, in an amount not to exceed \$16,500.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 03-1246

IN THE MATTER OF APPROVING THE HOUSING ADVISORY BOARD FOR THE FIVE YEAR COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS):

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG program for the purpose of addressing local housing needs throughout the county; and

WHEREAS, the County anticipates applying for future CDBG program funding for the Delaware County CHIP; and

WHEREAS, to remain eligible for funding under the CDBG program for the CHIP, the County is required to have an updated Community Housing Improvement Strategy (CHIS); and

WHEREAS, the State requires the County to appoint a CHIS Housing Advisory Board to work with the Consulting Firm to develop a 5 year Delaware County CHIS.

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

Section 1. That the Delaware County Commissioners determine that the following people be approved as the volunteer Housing Advisory Board for the 2003 Delaware CHIS project.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003

- Debbie Martin - Delaware County Commissioner
- Ginger Kauble - Delaware County Metro Housing Authority
- Jim Wilson - Del-Mor Dwellings
- Kathy Tatterson - United Way of Delaware Co
- Kevin Crowley - People In Need
- Verna Walke - American Red Cross
- Theresa Walker - Central Ohio Mental Health Ctr.
- Jill Lee - Andrews House Res Program
- Robert Horrocks – Council for Older Adults
- Jackie Kuhn - Habitat for Humanity
- Susan Hanson - Helpline
- James Cesa - Community Action Organization
- Michael Corbett - Delaware Creative Housing
- Timothy Boland - Delaware County Economic Development Director
- Mona Reilly – Delaware County Job & Family Service Director
- Frank Reinhart - Delaware County Bank
- Lisa Stump – National City Bank
- Carolyn Slone – HER Realtors
- Rob Meyer – Dominion Homes
- Karen Fitzpatrick - Neighborhood Resident

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

RESOLUTION NO. 03-1247

IN THE MATTER OF APPROVING THE APPOINTMENT OF KENT KRAMER TO THE REVOLVING LOAN COMMITTEE FOR THE DELAWARE COUNTY RLF PROGRAM:

It was moved by Mr. Jordan, seconded by Mrs. Martin 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, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation, and

WHEREAS, the Revolving Loan Committee has the responsibility of reviewing RLF applications and making recommendations regarding same to the Board of Commissioners; and

WHEREAS, a need exists to appoint a new member to the Delaware County RLF Loan Review Committee from National City Bank for Area 1.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners does hereby appoint Kent Kramer representing the National City Bank to the Loan Review Committee for the Delaware County RLF Program.

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

RESOLUTION NO. 03-1248

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY’S PROGRAM INCOME AND APPROVAL OF THE AGREEMENT WITH DONALD EAGER AND ASSOCIATES FOR PREPARING THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING FOR DELAWARE COUNTY:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County, and

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, The Ohio Department of Development is requiring all local governments to prepare an Analysis of Impediments to Fair Housing, and

WHEREAS, funding, in the amount of Three Thousand Dollars (\$3,000) is to be provided from Delaware County’s Program Income fund to pay for the cost of preparing this analysis.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003**

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

Section 1. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Analysis of Impediments to Fair Housing with Donald Eager & Associates in an amount not to exceed Three Thousand Dollars (\$3,000). This funding shall come from Delaware County's Program Income fund to pay for the cost of preparing this analysis. A copy of this Agreement is on file with the Delaware County Economic Development Department.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 03-1249

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

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

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

WHEREAS, the WAL-MART Foundation, as part of their Safe Neighborhood Heroes Program, has offered a grant of \$500.00 to Delaware County Emergency Services to provide special incentives to the youth of the County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance of this grant award by Delaware County Emergency Services for a total amount of \$500.00 for the purpose of improving the public relations and education programs for EMS, 9-1-1 and OHSEM.

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

Account 21411306	-	5317	-	\$500.00
------------------	---	------	---	----------

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

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

RESOLUTION NO. 03-1250

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Hironori Kabayashi has accepted the Part-Time Paramedic Position with the EMS Department; effective date September 24, 2003.

Catherine Jackson has accepted the Part-Time Paramedic Position with the EMS Department; effective date September 24, 2003.

Sabrina Leep has accepted the Part-Time Paramedic Position with the EMS Department; effective date September 24, 2003.

Bradley Rinehart has accepted the Part-Time Intermediate Position with the EMS Department; effective date September 24, 2003.

Joyce McKnight has resigned her position as Telecommunications Officer I with the 911 Center; effective date September 4, 2003.

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

There being no further business the meeting adjourned.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2003

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners