

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2004**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Deborah B. Martin, James D. Ward

Absent: Kristopher W. Jordan (Mr. Jordan arrived for Mr. Habig's presentation)

PUBLIC COMMENT

RESOLUTION NO. 04-476

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 15, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held April 15, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-477

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0416:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0416, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Squire, Sanders & Dempsey	Professional Services	21011113-5301	\$ 6,670.00
Bovis Lend Leases	Construction Management/Jail	40411414-5410	\$ 194,000.00
MKC Associates Inc.	Professional Services/Jail	40411414-5410	\$ 437,000.00
T & J Junior Academy	Day Care	22511607-5348	\$ 5,000.00
Increases			
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$ 26,000.00
Childrens World 10655 Sawmill	Day Care	22411606-5348	\$ 4,000.00
Delaware City Schools	Day Care	22411606-5348	\$ 15,000.00
Little Prep School	Day Care	22411606-5348	\$ 1,500.00
Faith Catt	Day Care	22411606-5348	\$ 1,500.00
LaPetite Academy/130 Polaris	Day Care	22411606-5348	\$ 2,700.00
Vouchers			
Ameritas Group Dental	April Premiums	75010903-5370	\$ 10,846.74
Quality Masonry	Pillar Restoration	40111402-5410	\$ 18,260.00
Delaware City Schools	Day Care	22411606-5348	\$ 5,172.00
Bovis Lend Leases	Construction Management/Jail	40411414-5410	\$ 34,801.87
MKC Associates Inc.	Professional Services/Jail	40411414-5410	\$ 28,953.02
MKC Associates Inc.	Professional Services/Jail	40411414-5410	\$ 39,364.29
MKC Associates Inc.	Professional Services/Jail	40411414-5410	\$ 112,042.85
Verizon North	Phone Service	10011105-5330	\$ 5,502.18

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

RESOLUTION NO. 04-478

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Veterans Services is requesting an increase to their previously approved travel request for Service Officer School (May 21 to May 29, 2004) in the amount of \$455.00.

The Commissioners' Office is requesting that Deborah Martin, Kris Jordan, Jennifer Walraven and Letha George attend the CCAO Summer Conference in Sawmill Creek Lodge June 13 to 15, 2004, at the cost of \$1,874.00.

The Department of Job and Family Services is requesting that Tracy Merrin attend a Peer To Peer Metro Youth

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Meeting in Columbus, Ohio May 12, 2004, at the cost of \$15.00.

The Commissioners' Office is requesting that James D. Ward, Deborah Martin, Kris Jordan, Jon Melvin, Jack Prim, and Letha George attend a FLSA and Concealed Carry Seminar in Union County May 13, 2004, at no cost.

The Commissioners' Office is requesting that Kevin Williams attend a FLSA and Concealed Carry Board Retreat in Union County May 13 and 14, 2004, at the cost of \$107.50.

The Court of Common Pleas is requesting that Doug Missman attend an Effective Interventions Seminar in Colorado June 14 to 18, 2004, at the cost of \$485.00.

The Emergency Services Department is requesting that David Hall attend an Intro to Emergency Management Course at Atwood Lake State Park April 27 to 28, 2004, at no cost.

The Environmental Services Department is requesting that Joe Scherler and Joseph Amato attend an I.A.E. I. Annual Meeting in Akron, Ohio May 3 to May 5, 2004, at the cost of \$416.00.

The Maintenance Department is requesting that Larry Dowis, Gregg Rittenhouse, Lance Hauersperger and Dave Ferguson attend a Training Session from Straight-Up Lift Equipment Company at the Firehouse on Cheshire Road April 26, 2004, at the cost of \$180.00.

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

RESOLUTION NO. 04-479

IN THE MATTER OF PROCLAIMING APRIL 18-24, 2004 NATIONAL CRIME VICTIMS RIGHTS WEEK IN DELAWARE COUNTY:

It was moved by Mr. Ward, and seconded by Mrs. Martin to proclaim April 18 –24, 2004 NATIONAL CRIME VICTIMS RIGHTS WEEK in Delaware County:

WHEREAS, Delaware County will be, during the week of April 18 through 24, 2004, honoring Victims Rights Week by conducting activities centering on issues dealing with victims of serious crimes committed in Delaware County such as sexual assault, homicide and identity theft, and

WHEREAS, as Delaware County continues its efforts to fight crime at every level, the community must never lose sight of the toll crime takes on victims. Those who have suffered a violation, whether it be their own person, property, or trust, deserve to be treated with dignity, fairness and respect by the criminal and juvenile justice systems, as well as the community at large, and

WHEREAS, society owes fair and respectful treatment to crime victims as well as assistance to rebuild their lives., Victims Rights Week will demonstrate support of crime victims and those who serve them by educating the citizens of Delaware County about the criminal justice system, violence, victimization, and the importance of community support of victims rights and services.

THEREFORE, It is with great admiration the Delaware County Commissioners express their appreciation for those victims and survivors of crime who have turned personal tragedies into a magnanimous force that not only serves to improve the rights and treatment of other crime victims, but also builds a better more just community, and for those people who work on behalf of crime victims such as the volunteers, law enforcement officers, prosecutors, victim service providers, physicians, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to crime victims help to lessen the trauma and assist in personal recoveries;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY

The week of April 18 through 24, 2004, is declared National Crime Victims Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding and compassion.

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

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

RESOLUTION NO. 04-480

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR GLEN OAK SECTION 4:

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

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Glen Oak Section 4

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 19th day of April 2004, between **DOMINION HOMES**, as evidenced by the **GLEN OAK SECTION 4** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/23/04, 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 **TWENTY-ONE THOUSAND TWO HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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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. Jordan Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-481

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR LAKES AT SILVERLEAF:

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

Lakes at Silverleaf

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 **\$67,000** for the duration of the one year maintenance period. An Escrow Agreement is currently in place for that amount. He also request approval to return the Check being held as construction surety to the developer, Silverleaf, LLC.

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

RESOLUTION NO. 04-482

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

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

Permit #	Applicant	Location	Type of Work
U04044	Sprint	S. Galena Road	Direction bore 1400' of fiber
U04045	Sprint	Cheshire Road	Place buried fiber
U04046	Columbia Gas	Center Green Drive	Install gas main
U04047	American Electric Power	Maxtown/Tussic Roads	Relocate facilities

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

RESOLUTION NO. 04-483

IN THE MATTER OF ACCEPTING AND AWARING THE BID AND APPROVING THE CONTRACT WITH KOKOSING CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS DELAWARE COUNTY 2004 ROAD IMPROVEMENT PROGRAM:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Bid and approving the following contract:

2004 Road Improvement Bid-Bid Opening of April 12, 2004

As a result of the above referenced bid opening, The Engineer recommends that an award be made to Kokosing Construction Company, the overall low bidder for the program. Copies of the bid tabulations are available.

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CONTRACT

AGREEMENT, made and entered into this 19th day of April, 2004 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **KOKOSING CONSTRUCTION COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **ONE MILLION FOUR HUNDRED SEVEN THOUSAND FIVE HUNDRED SIXTY DOLLARS AND SIXTY-SIX CENTS (\$1,407,560.66)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 2004 Road Improvement Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **August 13, 2004**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 04-484

IN THE MATTER OF APPROVING AN AGREEMENT FOR A TEMPORARY RIGHT-OF-WAY LICENSE BETWEEN THE LANDOWNER OF STRATFORD WOODS STATE NATURE PRESERVE, LOUISE O. WARNER, AND DELAWARE COUNTY:

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

**LOUISE O. WARNER
STRATFORD WOODS STATE NATURE PRESERVE
PROJECT: LIBERTY ROAD BRIDGE REPLACEMENT
COUNTY: DELAWARE**

LICENSE

WHEREAS, Louise O. Warner is the owner of a property located in Delaware County that is the site for the operation of Stratford Woods Ecological Center; and

WHEREAS, the State of Ohio through the Department of Natural Resources, Division of Natural Areas and Preserves, by authority of Section 1517.02 of the Revised Code of Ohio has accepted dedication of this property to be managed as a state nature preserve; known as Stratford Woods State Nature Preserve on October 21, 1991; and

WHEREAS, Delaware County, its successors and assigns, desires to improve and construct a roadway bridge, on the pre-existing Liberty Road Right-of-Way and such work associated with the improvements will be under, over, and across a portion of said land; and

WHEREAS, by and in accordance with the authority vested in the Director under Sections 1501.01 and 1517.05 of the Revised Code of Ohio, the Director, Department of Natural Resources has determined that the improvement and construction of said bridge across said land is in the public interest, is not adverse to the protection and preservation of the dedicated land, and deems the giving of this license advantageous to the State and the Landowner:

NOW, **THEREFORE**, this agreement for a temporary Right-of-Way license is made and entered into between the landowner, LOUISE O. WARNER (hereinafter called the Landowner), and Delaware County (hereinafter called Licensee).

WITNESSETH: That the Landowner in consideration of the payment of \$1.00 as specified under Item Two

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below and of the covenants and agreements hereinafter contained does hereby give unto the Licensee, its successors and assigns, a license for a Right-of-Way with the right, privilege and authority to do work activities associated with the improvement and construction of said bridge upon, under, over, and across the dedicated property known as Stratford Woods upon the following terms and conditions:

1. Prior to construction or entry, the Landowner shall be given one week's notice.
2. Terms and consideration: Consideration for this agreement shall be \$1.00. The term shall be for a period beginning on the day construction on the bridge commences and ending on the day construction is completed or twenty four (24) months, whichever is earlier. If requested by the Licensee, the Landowner and the State agree that they will not unreasonably refuse to grant other Licenses or Rights of Entry to Licensee that are consistent with the terms of this Agreement.
3. Said bridge will be improved and constructed within a strip of land which is part of existing Liberty Road Right-of-Way as specified by documents in the county. The portions of said dedicated land affected by work permitted under this agreement are situated in Delaware County, the exact location of the licensed land being more particularly shown on the Exhibits attached hereto and made a part hereof.
4. The Licensee agrees that the limits of construction work shall be confined to the area delineated on Exhibit A. The Licensee agrees to clearly mark the boundaries of the work zone as shown on Exhibit A and show these markings to the Landowner prior to construction.
5. The Licensee agrees to work with the Landowner to identify trees that cannot be damaged within the work area. All trees that are marked with yellow survey tape are to remain. Damage to or cutting of designated trees is likely to cause substantial silvicultural or other resource harm. In the event that unnecessary damage or cutting of designated trees occurs, the Licensee shall pay as fixed, agreed, and liquidated damages an amount equal to and in addition to the amount payable at the market price. Assessment and payment of liquidated damages, as set above, shall be in addition to and not as substitution for any other applicable legal remedies, civil or criminal, available to the Landowner. The market price shall be the value of the timber according to the most current Ohio Timber Price Report calculated by the butt log grade of the standing tree, using Purdue log grades and the Southeast Ohio High Range, Low Range and Mean stumpage prices by species for grades 1, 3 and 2 respectively. A tree with a butt log grade of Purdue log grade Prime shall be felled and skidded to the landing by the Licensee for salvage by the Landowner or the veneer log within the tree shall be graded as a log and priced according to 'Prices Paid for Delivered Sawlogs' Ohio Timber Prices, by species, and Prime Grade High Range dollar amount at the discretion of the Landowner.
6. The Licensee agrees that only unmarked trees in the work area will be removed for construction purposes with the exception of trees shown on Exhibit B. The landowner is to be paid \$100.00 for each tree over 6 inches in diameter that is removed in the work area. The landowner will use these funds to provide replacement of similar hardwood trees. Trees outside of the designated work area are to be untouched.
7. The Licensee may clear said work zone of all trees, hedges and underbrush from the ground up except those marked with yellow survey tape and shown on Exhibit B. The clearing of the temporary work zone shall be the minimum necessary for the improvement and construction of said bridge. Immediately after construction, this area shall be restored, as near as possible, to the original condition. Brush, branches, and refuse arising from the Licensee's maintenance and use of said work zone shall be removed from the work zone and vicinity and disposed of or destroyed without delay. The use of any chemicals or herbicides is prohibited unless expressly permitted in writing by the Landowner or the Landowner's authorized agent. Burning may be done if the Licensee obtains all necessary permits. The Licensee shall take all reasonable precautions to prevent and suppress all forest fires on the area covered by this License and agrees to comply with the forest fire laws of the State of Ohio.
8. The Licensee agrees to oversee the work associated with the improvement and construction of the bridge in a good and responsible manner. The State and the Landowner shall not be responsible or liable for any damage, loss, cost, or expense arising from said work or from any direct action by the Licensee in overseeing this work.
9. The Licensee shall pay the Landowner for any damage to the property covered by this license, which may result from the use of such property by the Licensee in addition to all other remedies available to Landowner.
10. The Licensee shall fully repair all damage, other than ordinary wear and tear, to fences, roads and trails caused by the Licensee in the enjoyment of this License.
11. The Licensee will use reasonable efforts to complete construction work on the bridge within twenty-four(24) months from the beginning of such construction. This License is not intended to prevent the Licensee from requesting additional Licenses or Rights of Entry in the future for additional maintenance, inspection or repair of the bridge, where such maintenance, inspections or repair does not alter the natural character of the Stratford Woods State Nature Preserve.
12. In case of any change of address of its principal place of business, the Licensee shall immediately notify the

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Landowner, in writing, unless otherwise directed. All correspondence related to this license shall be sent to:

Louise O. Warner
5353 Williams Road
Ashville, OH 43103-9647

With copies being sent to:

Ohio Department of Natural Resources
Division of Natural Areas and Preserves
1889 Fountain Square Court
Columbus, OH 43224-1388

13. Upon the termination of this Right-of-Way license in any manner whatsoever, and in the absence of an agreement to the contrary, the Licensee shall, within ten (10) days, remove all equipment, materials, supplies, and other items, which have been placed upon the premises by the Licensee or its contractor(s). If at the end of such time, the Licensee has not removed such equipment, materials, supplies and items from the premises, the Landowner may remove such and the Licensee shall reimburse the Landowner for any expense, incidental to such removal, which is in excess of the salvage value of such property.
14. This License may be terminated by the Landowner only upon the following: (a) breach of any conditions contained herein, including Exhibit C, or (b) by giving 90 day written notice of cancellation.
15. It is mutually understood and agreed that the Landowner does not warrant the title to the lands upon which the aforesaid Right-of-Way is located, and the rights, privileges, and authority granted herein shall be subject to any easements, Rights-of-Way, mineral reservations or other rights upon, over, across, or under said lands now outstanding in third persons. It is further understood and agreed that this License shall in no manner limit the right of the Landowner, its nominees and assigns, to grant additional Rights-of-Way of any kind whatsoever across and upon the lands affected by this License, so long as such additional rights-of-Way shall not interfere with the rights and privileges herein granted to the Licensee. The Landowner also retains to itself, its nominees or assigns, the right to use said lands for its own purposes, so long as such use does not interfere with the rights and privileges herein granted.
16. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

**EXHIBIT C
Culvert Replacement Conditions**

1. A sediment and erosion control plan shall be developed for the site and implemented before earthwork commences. Particular attention shall be given to any drainage ways, ditches and streams that could convey sediment-laden water directly to the creek. Properly installed (framed and entrenched) sediment fence shall be utilized around the work site perimeter and storm water inlets. Appropriately designed rock-check dams and other erosion controls shall be utilized in ditches and drainage ways. All controls shall be properly maintained until final site stabilization is achieved. All sediment and erosion controls shall be removed upon stabilization of the project area with vegetation. Straw bales shall not be permitted as a form of erosion control. All denuded areas, including ditches, culverts and river/stream banks, shall be permanently seeded and mulched (or fiber mat) immediately upon completion of earthwork or temporarily seeded and mulched (or fiber mat) within seven days if the area is to remain idle for more than thirty days.
2. Idle equipment, petrochemicals and toxic/hazardous materials shall not be stored in the floodplain or near any drainage ways, ditches or streams that could convey such materials to the creek. Petrochemicals and toxic/hazardous materials shall not be discharged into the creek, its floodplain or any drainage ways, ditches or streams. Refueling of equipment shall not occur in the floodplain or near any drainage ways, ditches or streams. A spill containment and cleanup plan shall be generated prior to the start of the project.
3. All debris, excess fill material and material excavated shall be disposed of at an approved upland site (above 100 year flood elevations). Disposal in wetlands, floodplains or within 1000 feet of the creek is prohibited.
4. All in-stream work shall be conducted during low flow period (August 1 through October 31). My disturbed areas in the stream bottom shall be returned to pre-construction contours. Stream bottom elevations shall be determined before in-stream work commences to ensure that all fill material and debris is completely removed before construction is completed. For this project in-stream work will be permitted only to better align the stream channel within the culvert. No in-stream work will be permitted beyond the first bend marked by the large- tree approximately _____ feet downstream of the existing culvert.
5. Rip- rap used shall be kept to the minimum amount needed to prevent scour and shall consist of clean rock only (free of any toxic or fine material). All fill material used as rip rap, work platforms or cofferdams shall

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be a minimum of three inches in diameter and be washed to remove fine particulate matter (clay, silt, sand and soil). Work platforms shall be kept to the absolute minimum size needed to facilitate in-stream work. In-stream work shall be conducted through the use of water diversions not requiring the placement of earthen fill (sheet piling, membrane dams, etc.) wherever possible. My fill shall be completely removed from the streambed immediately upon completion of in-stream work.

6. If dewatering is necessary to facilitate in-stream work or pier construction, all wastewater shall be pumped onto a vegetated area a sufficient distance from the creek to allow for complete infiltration. No wastewater of any kind shall be discharged directly into the creek or any other drainage ways, ditches or streams. All storm water drainage shall be directed onto a vegetated area to allow for complete infiltration. If discharge to a vegetated area is not feasible, then wastewater shall be discharged into a sediment filter bag or into a temporary detention/retention pond with sufficient retention time to permit for the settling of all suspended solids.
7. All streambank vegetation shall be left undisturbed to the maximum extent possible. Areas where vegetation is removed shall be re-vegetated with native tree species. Any disturbed streambanks shall be returned to previously existing contours and elevations. The Landowner, using funds from the Licensee, will replace trees with native stock. Cutting or clearing of any riparian vegetation within 1000 feet of the creek beyond the existing right-of-way shall be prohibited, however vertical trimming is permitted where necessary. Care shall be taken not to girdle or scuff tree trunks or damage any standing trees.
8. If painting, sand or water blasting any portion of the bridge is necessary then appropriate aprons shall be utilized to provide for complete containment of all paint debris particles and other debris. Appropriate aprons shall be utilized to provide for complete containment of all paint and/or sealant over-spray. Any such debris shall be removed immediately from 1000 feet of the creek and disposed of at an approved upland site (above 100 year flood elevations). Disposal in wetlands, floodplains or within 1000 feet of the creek is prohibited.
9. Tim Peterkoski, Central Ohio Scenic River Manager, or his representative, shall be invited to a pre-construction meeting with the contractor present. He shall be notified of the start date, completion date, be allowed to conduct a final inspection before the project closes and receive a final plan set for review. Periodic inspections of the project shall take place to ensure Natural Areas requirements are being met.
10. These conditions shall be included in the final project plan set and must be made available to all construction personnel throughout the duration of the project.

Exhibits are available in the Delaware County Engineer's Office until no longer of Administrative Value).

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

RESOLUTION NO. 04-485

IN THE MATTER OF ADOPTING THE DELAWARE COUNTY DRAINAGE EROSION AND SEDIMENT CONTROL (DESC) PROGRAM TO COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PHASE II STORM WATER REGULATION REQUIREMENTS:

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

WHEREAS, The United State Environmental Protection Agency and the Ohio Environmental Protection Agency have designated portions of Delaware County as falling within the jurisdiction of the new National Pollutant Discharge Elimination System Phase II storm water regulations; and

WHEREAS, on December 27, 2001 the Delaware County Commissioners stated their intentions to form a storm water management district and appointed the Delaware County Engineer as Storm Water Engineer to enact and enforce standards and regulations associated with NPDES Phase II; and

WHEREAS, on December 9, 2002 the Delaware County Commissioners formed a storm water management district for the purpose of meeting the parameters of the National Pollutant Discharge Elimination System Phase II storm water regulations; and

WHEREAS, Ohio Revised Code 6117 enables the Delaware County Commissioners to form a storm water management district for these purposes of defining the area of Delaware County falling within the National Pollutant Discharge Elimination System Phase II storm water regulations; and

WHEREAS, the Board of County Commissioners may adopt and enforce rules for the protection of county owned or county operated drainage facilities; and

WHEREAS, these rules satisfy the construction site runoff control requirements of the of the permit submitted to the Ohio Environmental Protection Agency as applied for by Delaware County; and

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Now therefore be it resolved that the Delaware County Commissioners adopt the Delaware County Drainage Erosion and Sediment Control (DESC) program for the purposes of meeting the parameters of the National Pollution Discharge Elimination System Phase II storm water regulations. Furthermore, the Delaware County Drainage Engineer is hereby authorized to administer the Delaware County DESC program in accordance with these regulations.

Introduction

The Delaware County Drainage Engineer is responsible for the County's and co-permittee Township's compliance with requirements of the National Pollutant Discharge Elimination System Phase II program, including county-wide monitoring, compliance with the water quality law, public outreach, and preparation of a Stormwater Manual which contains required drainage engineering standards. This responsibility led to the development of the Delaware County Drainage, Erosion, and Sediment Control (DESC) program. The Delaware County Commissioners created a Stormwater Management District under Section 6117 of the Ohio Revised Code. This gave the authority for the implementation of these rules. The co-permittee townships applicable under this district are Concord, Liberty, Orange, and Genoa (see attached map).

Background

The Storm Water Phase II Rule is the next step in U.S. EPA's effort to preserve, protect, and improve the nation's water resources from polluted storm water runoff. Phase II is intended to further reduce adverse water quality and aquatic habitat conditions by instituting the use of controls on the unregulated sources of storm water discharges that have the greatest likelihood of causing environmental degradation.

The Phase II rule automatically covers on a nationwide basis all small municipal separate storm sewer systems (MS4s) located in "urbanized areas" as delineated by the Census Bureau, and those potentially designated MS4s located outside the urbanized areas. This regulation also affects runoff from prisons, hospitals, military bases, etc. which are located within the urban areas.

The Phase II Rule defines a small MS4 storm water management program as comprised of six minimum control measures that, when administered in concert, are expected to result in reduction of the discharge of pollutants into receiving water bodies. Operators of regulated small MS4s are required to design their programs to do the following: reduce the discharge of pollutants to the "maximum extent practicable" (MEP), protect water quality and satisfy the appropriate water quality requirements of the Clean Water Act. Implementation of the MEP standard will require the development and implementation of best management practices and the achievement of measurable goals to satisfy each of the following six minimum control measures:

1. Public Education and Outreach
2. Public Participation/Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post-construction Runoff Control
6. Pollution Prevention/Good Housekeeping

The intention of the DESC program is to comply with the requirements of "Minimum Control Measure #4 "Construction Site Runoff Control".

As the next step in the implementation of the federally mandated Phase II storm water program, Ohio EPA is issuing a National Pollutant Discharge Elimination System (NPDES) construction general permit (CGP) that authorizes operators to discharge storm water from small construction activities. The previous NPDES construction storm water general permit was issued in 1992 for storm water discharge from construction activities with 5 or more acres of land disturbance. U.S. EPA's Phase II Final Rules, adopted on December 8, 1999, lowered the threshold requiring NPDES permit coverage from 5 acres to 1 acre as of March 10, 2003. This CGP renewal authorizes NPDES permit coverage for those construction activities involving 1 or more acres of land disturbance.

It is the intention of the Delaware County DESC program to emulate the established stormwater pollution prevention plan requirements of this construction permit and the Small MS4 program.

Purpose

To provide a mechanism for the issuance of permits relating to clearing, grading, and earth movement so as to limit soil erosion and sedimentation during and after construction; and

To control stormwater pollution associated with construction site runoff by requiring the implementation of soil erosion and sediment control practices for compliance with the Ohio Environmental Protection Agency Small MS4 regulations; and

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Protect, to the greatest extent practicable, life, property and the environment from loss, injury and damage by stormwater runoff, erosion, sediment transport, standing water, flooding, landslides, accelerated soil creep, settlement and subsidence, excessive dust, and other potential hazards, caused by grading, construction activities and denuded soils; and

Protect surface waters, public right-of-way (ROW), private property, drainage systems, wetlands and watercourses from sediment loads; and

Protect the public interest in drainage control including lot drainage, drainage basins, drainage infrastructure and watercourses.

Applicability

State regulations currently require that measures be implemented on construction sites to control erosion and prevent sediment from being washed from the site. Silt fence, diversion berms, sediment basins and other features are maintained on site throughout the grading and construction phase. Aside from clearing, grading and excavation activities, disturbed areas also include areas receiving overburden (e.g., stockpiles), and areas with heavy equipment/vehicle traffic and storage. The new DESC program requires that a storm water pollution prevention plan (SWP3) be developed before the activity begins.

The DESC standards for Delaware County are applicable to all land disturbing activities in Delaware County, including single family, commercial, residential and utility construction.

Exemptions

The following land disturbing activities are exempt from the DESC standards:

Agricultural operations regulated by the Ohio Department of Natural Resources;

Activities disturbing less than one acre and not requiring a building permit.

Erosion and Sediment Control Practices

Structural BMPs include sediment trapping devices, inlet protection measures, perimeter controls and construction entrances. Non-structural methods include phasing a project into manageable pieces, scheduling activities within each phase to minimize amount of disturbed area and provisions for temporary and final stabilization. Mass grading approaches will require the installation of sediment traps and other components prior to the beginning of grading activities.

Maintenance of Erosion and Sediment Controls During Construction

The permittee, or his or her designee, is required to conduct inspections of all erosion protection and sediment control measures and perform any modifications, maintenance or repairs as necessary, every 7 calendar days and within 24 hours of each storm event that produces 0.5 inches or more of precipitation. Records of these inspections must be kept on site at all times for review by the appropriate compliance enforcement agency. Records shall be kept on the Self-Inspection Form (*see attached*) with a copy of the approved Construction drawings. These records shall be kept on-site or with the site contact as listed on the permit application.

Compliance Enforcement Inspections

Inspection of land disturbing activities for compliance with the construction site runoff standards shall be the primary responsibility of Delaware County Drainage Engineer inspector. In the course of their daily activities, other county inspectors may refer potential violations to the Delaware County Drainage Engineer for follow-up and enforcement action.

Enforcement Procedures (See figure 1)

It is the intent of these standards that negotiated compliance be pursued and secured whenever practicable and effective prior to alternative enforcement measures being invoked. A Notice of Violation (NOV) and Stop Work Order shall be issued under the following conditions:

The negotiated compliance process fails to produce the necessary corrective action;

A land disturbing activity has proceeded without an approved plan, issuance of a site disturbance permit and proper notice of construction; or,

A violation is causing, or has the imminent ability to cause, adverse impacts or offsite degradation.

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Enforcement Milestones

Several milestones are reached at the end of the development process, which will be utilized to ensure proper placement and maintenance of required drainage, erosion and sediment control practices.

Release of surety- No surety, all or in part, will be released until proper notification is received that the drainage, erosion and sedimentation control practices are in place and properly functioning

Release of building permits- All drainage, erosion and sedimentation control practices are in place and functioning properly.

Maintenance period during construction- All drainage, erosion and sedimentation control practices required by Delaware County are in place and functioning properly.

Final Acceptance of streets- All drainage, erosion and sedimentation control practices required by Delaware County are in place and functioning properly.

Transitional Provisions

All Preliminary plans and first (1st) submittal construction plans received after April 1, 2004, shall comply with all erosion and sediment control design criteria outlined in the stormwater pollution prevention plan (SWP3) checklist for construction activities.

All other construction plan submittals received after April 1, 2004, shall comply with the current BMP-approach for design, review and approval of the stormwater pollution prevention plan (SWP3) checklist

The enforcement process outlined within will be used as necessary to achieve compliance for all projects currently under construction or with previously approved construction plans, as well as for all DESC Grading Permits issued after the effective date.

The DESC General Permit process applies to:

Preliminary engineering, final engineering, clearing and grading, infrastructure installation (sanitary, stormwater, and street installation).

Inspection and maintenance throughout construction

In affect until roads are accepted

Commercial development sites

Condominium development sites

The process is described below:

1. The Application. An application must be completed and submitted with the plans for review and approval. The permittee must sign the application declaring himself/herself as the person responsible for the land disturbing activity.

2. Fee: \$500.00 + \$20.00 per acre

3. Plans. Projects on lands containing sensitive features require the submittal and approval of a preliminary SWP3. All projects require the submittal and approval a *SWP3 Detailed Construction* plan along with, or as part of, the normal construction drawings.

4. Detailed Construction Plan Checklist. A completed *SWP3 Checklist for Construction Activities* must be submitted along with the SWP3 for review and approval.

5. Pre-construction site meetings. If required as a condition of SWP3 Plan approval or deemed necessary during the Final SWP3 approval process, a pre-construction site meeting shall be conducted prior to the final action on the SWP3. Delaware County may also require a pre-construction site meeting as a condition of Final SWP3 approval and postpone such visit until Notice of Construction is received. The purpose of a pre-construction site meeting is to correct any inadequacies in the SWP3 that are identified during the visit and to ensure that the Permittee, particularly the onsite contractor representative, understands the SWP3, and the self-inspection, maintenance and record keeping requirements.

6. Erosion and Sediment Control Surety. Delaware County requires a security bond from a surety bonding company authorized to do business in the State of Ohio. The surety shall be an amount sufficient to cover site stabilization costs should the site fall into default. A Drainage, Erosion, and Sediment Control surety form is attached. Ditch Maintenance assessments shall be collected to cover the maintenance and restoration of centralized sedimentation structures. This amount shall be determined during the preliminary engineering phase and shall be in accordance with Section 904.F.1 of the Delaware County Design, Construction and Surveying Standards.

7. Notice of Construction. A Notice of Construction form must be filed with Delaware County Drainage Engineer upon approval of the Final SWP3. Delaware County Drainage Engineer must receive this notice no less than 2 working days prior to construction activity initiation such that an inspector can be assigned and any applicable pre-construction meetings may be scheduled.

8. Issuance of Drainage, Erosion, Sediment Control (DESC) General Permit. Upon adequate completion of

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the above activities, as applicable, Delaware County Drainage Engineer will issue DESC permit. No land disturbing activities, including clearing, grubbing, or blasting, may occur on the site prior to this time. Doing so will result in an immediate issuance of a Notice of Violation with a Stop Work Order.

9. Final Stabilization. Final stabilization at the site must be achieved as follows:

- all land disturbing activities at the site have been completed;
- there are no areas of active erosion evident; and,
- a permanent perennial vegetative cover with a density of 70% of the cover for the area has been established or the area has been seeded and interim measures (i.e., mulches or geotextiles) sufficient to prevent erosion from disturbed areas have been employed.

A. Letter of Completion. A Letter of Completion must be given to the appropriate inspector upon completion of site construction and final stabilization. On this letter, the Permittee shall certify that construction, including final stabilization, is complete and in accordance with all approved EPSC plans.

B. Release of the DESC General Permit. Once the results of the final inspection signify compliance with the approved SWP3 plans and conditions, including final stabilization, the site disturbance permit shall be terminated.

C. Release of the Bond. One year after release of the DESC General permit, the final inspection for the release of the Bond may be conducted.

10. DESC General permit deactivated.

Available is a copy of the *SWP3 Checklist for Construction Activities* that must be included with your submittal. Here are a few design considerations:

1. Provide the total area of the construction site, and the area that will undergo disturbance, in acres (rounded to the nearest hundredth i.e. 5.55 acres). **Note:** aside from clearing, grading and excavation activities, disturbed areas also include areas receiving overburden (e.g. stockpiles), and areas with heavy equipment/ vehicle traffic and storage.
2. Identify the receiving waters. Receiving waters are any waters of the state of Ohio. These include any and all surface waters that are contained in or flow through the State of Ohio (except for water withdrawn for use until use and treatment have been completed). This definition includes all watercourses, even if they are usually dry. If stormwater from the construction site enters a ditch or storm system, identify that system as well as the ultimate receiving water for the ditch or storm sewer.
3. Site Description:
 - A. Existing site conditions with 2 foot contours
 - B. Description of construction activity
 - C. Adjacent properties (include property owners) within 500 feet of project boundaries
 - D. Final grading plan with 2 foot contours
 - E. Maximum scale 1" = 200'
 - F. Proposed sequence of construction activities
 - G. Soil type(s) and soil erosion potential information
4. Site Map
 - A. Areas designated for the storage or disposal of solid, sanitary and toxic wastes, including dumpster areas, areas designated for cement truck washout, and vehicle fueling;
 - B. Areas of cut and fill
 - C. Location of major erosion control and sediment control structures/ facilities
 - D. Springs, streams, wetlands and other natural features within 200 feet of site (may be sourced from aerial data and information).
 - E. Boundaries of 100-year flood plains, if determined.
5. BMP's for Stormwater Pollution Prevention
 - A. Erosion and Sediment Control
 - I. Structural practices.** A description of structural site management practices which will minimize erosion and sediment transport. Such practices may include: straw bales, silt fences, earth dikes, drainage swales, sediment traps, subsurface drains, pipe slope drains, inlet protection, outlet protection, gabions, and temporary or permanent sediment basins. See attached quantities estimate sheet. Ditch Maintenance assessments shall be collected to cover the maintenance and restoration of centralized sedimentation structures. This amount shall be determined during the preliminary engineering phase and shall be in accordance with Section 904.F.1 of the Delaware County Design, Construction and Surveying Standards.
 - Calculations shall be submitted with a narrative for the sedimentation capacity calculations.
 - Calculations shall be submitted along with a narrative for the Water Quality Volume (WQv) calculations.
 - II. Non-structural practices.** A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where possible and that disturbed areas are stabilized. Non-structural practices may include: temporary seeding, permanent seeding,

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mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation.

B. Materials Handling and Spill Prevention. The SWMP shall identify any procedures or significant materials handled at the site that could contribute pollutants to runoff. These could include: exposed storage of building materials, fertilizers or chemicals; waste piles; and equipment maintenance or fueling procedures. Areas or procedures where potential spills can occur shall have spill prevention and response procedures identified.

6. Final Stabilization and Long-Term Stormwater Management. A description of the measures used to achieve final stabilization and measures to control pollutants in stormwater discharges that will occur **after** construction operations have been completed. Final stabilization is reached when all soil disturbing activities at the site have been completed, and uniform vegetative cover has been established with a density of at least 70 percent, or equivalent permanent, physical erosion reduction methods have been employed.

7. Inspection and Maintenance. A description of procedures to inspect and maintain in good and effective operating condition the vegetation, erosion and sediment control measures and other measures as identified in the SWP3.

It is the intention of the Delaware County DESC program to emulate the requirements of the OEPA General Construction permit already required of the development and building community.

Delaware County shall not be responsible for additional costs or delays from failure to follow this policy.

The Individual Lot Drainage, Erosion, Sediment Control (DESC) Permit applicability and the process is described below (and outlined on the attached page) Applies to:

- Individual lot construction activities
- Commercial development
- To all platted subdivisions located within Delaware County
- Affective until occupancy permit granted
- Focuses on drainage and erosion/ sedimentation measures required on small sites

Purpose

This policy establishes procedures for the review of residential building permit site plans for compliance with the construction site runoff requirements of the Ohio Environmental Protection Agency NPDES Phase II Small MS4 regulation the Ohio Environmental Protection Agency Construction General Permit, and with engineering regulations and guidelines for Delaware County. This policy applies to all residential and commercial building permits; and

Protect, to the greatest extent practicable, life, property and the environment from loss, injury and damage by stormwater runoff, erosion, sediment transport, standing water, flooding, landslides, accelerated soil creep, settlement and subsidence, excessive dust, and other potential hazards, caused by grading, construction activities and denuded soils; and

Protect surface waters, public right-of-way (ROW), private property, drainage systems, wetlands and watercourses from sediment loads; and

Protect the public interest in drainage control including lot drainage, drainage basins, drainage infrastructure and watercourses.

Application

DESC Building permit applications shall be submitted to Delaware County Code Compliance (Delaware County Building Department) for review by the Delaware County Engineer's Office and shall include a site plan on ledger size paper. The site plan shall be clean, clear, crisp and legible. Faxed versions cannot be reviewed and will be disapproved. Upon review and/or approval by the Delaware County Engineer's Office and other County staff as applicable, building permit applications shall be returned to the Delaware County Code Compliance for processing. Site plan review time by the Delaware County Engineer's Office will be approximately two weeks.

Under an active Individual Lot DESC permit, the Permittee shall be responsible for all drainage, erosion, and sediment control related to the permitted site.

Here are a few considerations:

1. Lot specific structural and/ or nonstructural BMP's shall be selected.

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2. If drainage, erosion, or sediment problems become apparent during construction, such as off-site sedimentation, the BMP's shall be re-evaluated and re-implemented in an effective manner.
3. For BMP's to function properly, it is recommended they be inspected every 7 days and after precipitation, snowmelt, or runoff that causes surface erosion, sediment transport, or vehicular tracking.
4. Construction entrances shall be installed as a first step in the building sequence
5. Streets shall be cleaned when earth materials are tracked, spilled or washed onto streets, or as directed by Delaware County.
6. Materials shall not be stored or placed on streets, sidewalks, or stormwater flowlines. Materials shall be stored on the construction site or staging areas.
7. Measures shall be taken to contain construction debris and associated stormwater pollution (e.g. roll-off containers, concrete truck washout areas).
8. Areas at final grade shall be permanently stabilized within 7 days or as ground conditions allow or earth disturbance is complete.
9. Erosion and sediment control measures must remain in place and be properly maintained throughout the construction process.

Enforcement Procedures (See figure 1)

It is the intent of these standards that negotiated compliance be pursued and secured whenever practicable and effective prior to alternative enforcement measures being invoked. A Notice of Violation (NOV) and Stop Work Order shall be issued under the following conditions:

- The negotiated compliance process fails to produce the necessary corrective action;
- A land disturbing activity has proceeded without an approved plan, issuance of a site disturbance permit and proper notice of construction; or,
- A violation is causing, or has the imminent ability to cause, adverse impacts or offsite degradation.

Fee

\$100.00 per lot

Design Considerations

Attached is a copy of the review form that must be included with your submittal. Here are a few design considerations:

1. Driveway slopes are to be determined from the front of the garage (for a front-loaded garage) or at the street side edge of the apron (for a side-loaded garage) to the rear edge of the pedestrian path. The slope in this area shall not exceed 15 percent (15%). Appropriate breaks in grade within the driveway approach shall be provided for the pedestrian paths. This standard will have a consistent slope of ¼ inch per foot from the back of the curb or edge of pavement to the rear edge of the pedestrian path.
2. Floodplain
 - A. New construction and substantial improvement of any residential structure located within the floodplain shall have the lowest habitable floor including the basement no less than one foot above the 100-year base flood elevation, provided by FEMA.
 - B. No fill shall be allowed to be placed in the 100-year floodplain without an equivalent volume of soil removed to compensate for the loss of the flood storage.
 - C. No gravity basement or footer drains may outlet to a floodplain without backflow preventing devices.
3. Easement Encroachments
 - A. Construction of privately owned or maintained structures, above or below ground, shall comply with the approved Master Grading Plan. Access to all manholes, pipes, or other publicly owned facilities shall remain free and clear from all obstructions, including landscaping, grading, fences, or other privately maintained structures.
 - B. An approved Easement Encroachment must be obtained from the Delaware County Engineer's Office before a building permit may be issued. Written consent from private utility companies may be required of the Applicant.
4. All utility trenches under paved surfaces and within right-of-way shall be backfilled according to Standard Drawing DCED-R100.
5. The Applicant shall maintain no-build zone and sediment and erosion management practices during construction. The Applicant may be required to supplement no build zone and/or sediment and erosion management practices as directed by Delaware County.
6. Show size (minimum 12-inch), length, material type and upstream and downstream elevations for pipes under driveways in areas with roadside ditches. A separate permit (application and fee) for the drive pipe is required.
7. Field verified elevations for all existing yards and/or homes adjacent to the structure being reviewed shall be provided.
8. Show proposed or existing drainage paths, swales, or other features that may be required for

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approval of the site plan.

9. Stormwater detention and/ or retention basins that are to be utilized for sediment controls shall have maintenance performed to as to restore the structure to the approved stormwater management designs.

Deviations from Master Grading Plan

Deviations from the approved Master Grading Plan shall require review and written approval by the Design Engineer who designed the Master Grading Plan prior to review by the Delaware County Engineer's Office. If this requirement is not satisfied, the request will be disapproved. Any proposed revisions to the grades shown on the Master Grading Plan shall be limited to no more than 1 foot. Not every proposed grade change may be approved. Grade changes recommended by the Design Engineer must be coordinated with the grades on adjacent lots and properties, respecting existing and proposed building heights. Field adjustment of any approved grades shall be limited to no more than 8 inches, and must be approved by the Delaware County Code Compliance and Delaware County Engineer's Office prior to implementation of the change. Deviation approval order shall be as follows: 1) Engineer of record for the Master Grading Plan, 2) Delaware County Engineer, 3) Delaware County Building Inspector. No field adjustments to the elevation or plot plan without prior approval of the Engineer of record for the Master Grading Plan shall be accepted by Delaware County.

Deactivation of DESC Building Permit

To deactivate the Individual Lot DESC permit, a request for a final engineering inspection and "as-built" certification shall be submitted seven (7) days prior to requesting occupancy permit. To ensure proper site drainage, adequate drainage away from the foundation and off-lot shall be certified by a Professional Engineer or Professional Surveyor before the final inspection is performed. See attached "Certification Letter", that is to be submitted at time of "Final Engineering Inspection" is requested. The final engineering inspection will be performed to verify the items outlined on the attached "Final Engineering Inspection" checklist are satisfactory. At the time the "Request for Final Engineering Inspection" is submitted, either permanent erosion controls or adequate temporary erosion and sediment control shall be installed.

Certification of Elevations/ Final Engineering Inspection

All minimum drainage, erosion, and sediment control requirements set forth by Delaware County have been adhered to, including the following:

1. The purchaser has been informed of the presence of stormwater detention retention areas (if applicable), flood routing and the need to maintain established drainage patterns as shown on the "as-built grade elevation record".
2. Permanent erosion controls or adequate temporary erosion and sediment control measures designed to be effective for 90 days have been properly implemented on the lot. In instances where ground conditions will not allow permanent stabilization, this shall be a condition of the temporary occupancy permit.
3. Verification of adequate drainage away from the structure(s) and off-lot/ through-lot has been established. The builder shall provide an "as-built" grade "Certification Letter" and survey, confirming compliance with the Master Grading Plan to the Delaware County Engineer's Office before final occupancy will be granted.
4. Prior to final inspection approval, the site must be permanently stabilized or have temporary stabilization sufficient of controlling erosion and sediment until site is permanently stabilized.
5. Shall meet all of the requirements of the "Final Engineering Inspection".

Delaware County shall not be responsible for additional costs or delays from failure to follow this policy.

We hope that the development, building and contractors professions working in Delaware County share our commitment to an effective drainage, erosion and sediment control program. Additional technical assistance for erosion, sediment, and stormwater control on project sites is available. Inspection staff are available to offer suggestions to help you stay in compliance with County Code and permit conditions. At the same time, it is your responsibility to implement and maintain controls on the job site. We look forward to working with our customers to meet this goal.

In an effort to better assist our customers with this program, we will be compiling a stormwater manual. Included within this manual will be standard notes and drawings relating to stormwater management, erosion and sediment control practices. This information will be available in the upcoming months.

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

RESOLUTION NO. 04-486

IN THE MATTER OF APPROVING A REQUEST BY THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICE TO THE NATIONAL AUTOMOBILE DEALERS CHARITABLE FOUNDATION FOR CPR TRAINING MANIKINS:

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

WHEREAS, the Delaware County Emergency Medical Service (EMS) along with the American Red Cross provides Cardiopulmonary Resuscitation (CPR) training to citizens and County employees alike; and,

WHEREAS, the Ohio Automobile Dealers Association provides opportunities for agencies to receive CPR training manikins through the National Automobile Dealers Charitable Foundation; and,

WHEREAS, this acquisition of manikins will provide Delaware County EMS the ability to improve our existing CPR training program;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a request by EMS to the National Automobile Dealers Charitable Foundation for consideration of a request for these manikins that will provide an improved CPR training program for our citizens and employees.

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

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

RESOLUTION NO. 04-487

IN THE MATTER OF APPROVING THE PURCHASE OF EQUIPMENT FOR USE BY PUBLIC SAFETY AGENCIES THROUGHOUT DELAWARE COUNTY AS PART OF THE HOMELAND SECURITY FY03 GRANT:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management received the State Homeland Security Grant FY03 Part I that allows for the purchase of Personal Protection, Response and Recovery equipment to support all Delaware County public safety agencies in their effort to respond to the threat of Chemical, Biological, Radiological, Nuclear or Explosive (CBRNE) and Terrorist incidents; and

WHEREAS, the Threat, Risk and Needs (TRN) Committee appointed by the Board of Commissioners recommends the purchase of various equipment following discussion and input from Fire, Law, EMS, Health and Public Works services personnel, and;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the use of the FY03 Part 1 Grant funding for the purchase of personal protection, medical supplies, decontamination equipment, terrorism incident prevention and CBRNE logistical equipment as recommended by the TRN and approved by the appropriate Federal and State level agencies in the amount of \$121,000.00.

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 Mrs. Martin Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 04-488

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

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

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

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

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amenities.

WHEREAS, the Delaware County Department of Job and Family Services has responsibility for recruitment and training of foster parents; and

WHEREAS, May is proclaimed as Foster Parent Appreciation month; and

WHEREAS, May 4 has been set aside to recognize Foster Parents licensed through the Delaware County Department of Job and Family Services; and

WHEREAS, such recognition has been scheduled for May 4 beginning at 6:00 p.m. at the Hayes Building;

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$1550.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Foster Parent banquet to be held May 4, 2004.

Further be it resolved that the Commissioners approve the following Purchase Order Requests (22511607-5348):

- County Caterers \$1,360.00
- Tony and Tammy McWherter \$40.00
- Donna Bukovec \$150.00

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

RESOLUTION NO. 04-489

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

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

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

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

WHEREAS, the Delaware County Department of Job and Family Services has responsibility for recruitment and training of adoptive homes; and

WHEREAS, children in the permanent custody of the Department are placed for adoption; and

WHEREAS, these placements have been successful and the adoption is finalized through the courts; and

WHEREAS, the Department requests approval to purchase refreshments and token gifts as appropriate; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$200.00 to assist in funding the purchase of refreshments and other amenities for Finalized Adoptions for Calendar Year 2004.

Further be it resolved that the Commissioners approve a Purchase Order Request to Buehlers in the amount of \$200.00. (22411604-5208).

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

RESOLUTION NO. 04-490

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

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

Supplemental Appropriation		Amount
22411603-5250	JFS Workfoce/Minor Tools & Equip.	\$ 456.84
22411603-5260	JFS Worforce/Inventoried Tools	\$ 9,874.55

Further Be it resolved that the Commissioners approve the following Purchase Order Request:

<u>Vendor</u>	<u>Account Number</u>	<u>Amount</u>
PO's		
Info Link Technologies	22411603-5260	\$ 3,687.72
Universal Low Vision Aids,	22411603-5260	\$ 3,349.00
Office City Express, Inc.	22411603-5260	\$ 1,142.84
CDWG	22411603-5260	\$ 1,694.99
Educational Resources	22411603-5250	\$ 156.84

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

RESOLUTION NO. 04-491

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID TO LONGWORTH LAWNCARE FOR LANDSCAPE MAINTENANCE AND LAWN CARE SERVICES FOR THE DELAWARE COUNTY RUTHERFORD B. HAYES SERVICES BUILDING:

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

WHEREAS, Delaware County received six bids for landscape maintenance and lawn care services for the Delaware County Rutherford B. Hayes Services Building on March 22, 2004. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Longworth Lawncare has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Longworth Lawncare for landscape maintenance and lawn care services for the Delaware County Rutherford B. Hayes Services Building.

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

RESOLUTION NO. 04-492

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID TO CINTAS CORPORATION FOR UNIFORM RENTAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received four bids for uniform rental services for Delaware County on April 5, 2004. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Cintas Corporation has been determined to be the lowest and best bid for uniform rental services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Cintas Corporation for uniform rental service for Delaware County.

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

RESOLUTION NO. 04-493

A RESOLUTION RE-AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF ASHLEY WATER SYSTEM IMPROVEMENTS PROJECT FOR THE DELAWARE COUNTY RLF PROGRAM YEAR 2004:

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

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

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

WHEREAS, the CDBG/RLF funds may be utilized to assist various projects designed to meet the needs of the community's low and moderate-income households and the National Objectives established for the CDBG Program, and

WHEREAS, the Ohio Environmental Protection Agency (OEPA) has directed the Village of Ashley to either make substantial improvements to its existing water system, or to disconnect from this system and connect to an OEPA approved system in order to serve the future water needs of the Village; and

WHEREAS, after analyzing the costs of these two options, the Village of Ashley has chosen to disconnect from its existing water system and connect to the existing DELCO Water System because of the relative cost effectiveness of this option.

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of County RLF funds for RLF Program Year 2004 for an infrastructure assistance in the amount of up to \$101,790 to the Village of Ashley to be provided to the Village as a grant, with the Village committing up to an additional \$11,310 to be allocated for activities associated with the Village of Ashley Water System Improvement Project. The total cost of the project is estimated to be \$113,100. Said RLF Infrastructure grant shall be available for this Project until the established date by which all funds shall be expended.

Section 2. The Village of Ashley shall provide Delaware County with a listing of all required Environmental permits and copies of said permits required to complete the Ashley Water System Improvement Project prior to commencement of construction of the project.

Section 3. That **December 31, 2004** shall hereby be established, as the date by which all activities associated with the Ashley Water System Improvement Project must be completed. All requests for payment must be submitted by the Village of Ashley to the Delaware County Department of Economic Development by **January 8, 2005**. All payment processing associated with this Project shall be completed and all grant funds shall be expended by **January 31, 2005**. Final inspection and closeout of the Project shall be completed by the Delaware County Department of Economic Development by **February 28, 2005**. If the Ashley Water System Improvement Project is not completed by this grant completion date and/or if the Village does not obtain all necessary Environmental permits required to complete this project, then the Village of Ashley may be required to repay a portion of or all of the RLF infrastructure grant funds expended on the project to the Delaware County Revolving Loan Fund as determined by Delaware County and/or the State of Ohio Department of Development. The Village of Ashley may request an extension of the completion dates noted above, however, any such request must be submitted by **October 1, 2004**, and the Delaware County Board of Commissioners and the State of Ohio Department of Development must approve any such extension.

Section 4. That Resolution No. 04-318 is hereby rescinded and is hereby replaced by this resolution, which shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 04-494

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR WALNUT WOOD SECTION 2:

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

Walnut Wood Section 2 1,870 feet of 8 inch sewer 10 manholes

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

RESOLUTION NO. 04-495

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SCIOTO RESERVE SECTION 4, PHASE 13:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plan for Scioto Reserve Section 4, Phase 13 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 04-496

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR OLD STATE FARMS SECTION 2; RAVINES OF ALUM CREEK AND WILLOW BEND SECTION 3:

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

Old State Farms Section 2

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

THIS AGREEMENT executed on this 19th day of April 2004, by and between **Olde State Farms, LTD.**, SUBDIVIDER, as evidenced by the **Old State Farms, Section 2** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$88,500.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **30** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$48,668.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$3,500.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will

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be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Ravines Of Alum Creek

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

THIS AGREEMENT executed on this 19th day of April 2004, by and between T & R PROPERTIES, as evidenced by the RAVINES OF ALUM CREEK Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$197,650.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 67 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$264,000.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the

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approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$17,600.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

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

THIS AGREEMENT executed on this 19th day of April 2004, by and between BIG WALNUT ASSOCIATES, as evidenced by the WILLOW BEND SECTION 3 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$112,100.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 38 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$167,129.90) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$13,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$45.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final

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

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

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

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

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

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

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

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

RESOLUTION NO. 04-497

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR "LOCK BOX" SERVICES FOR THE SANITARY ENGINEERING DEPARTMENT UTILITY BILLING:

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

WHEREAS, Delaware County received two (2) bids for "LOCK BOX" Services For The Sanitary Engineering Department Utility Billing. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Delaware County bank has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Delaware County Bank for "LOCK BOX" Services For The Sanitary Engineering Department Utility Billing.

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

RESOLUTION NO. 04-498

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND FREA LLC FOR THE PERRY TAGGART SEWER IMPROVEMENT PROJECT:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 19th day of April 2004, by and between FREA LLC, 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 a Permanent (0.158 acres, more or less) and Temporary Construction Easement (0.430 acres, more or less) across the real estate described as detailed in Exhibit A.

Buyer agrees at all times to provide full access for all vehicles, including, but not limited to, ambulance and fire service vehicles.

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BUYER agrees that only two manhole covers will be located on Sellers within the described Permanent Easement. The northern most will be flushed to the ground with a goose neck pipe extending above ground level. The southern most manhole cover shall be recessed one foot below surface to allow for plowing of the field.

The purchase price of said Easements is Seven Thousand Dollars (\$7,000.00), plus Two Thousand and One Hundred Dollars (\$2,100.00) for fence reimbursement, and one sanitary sewer capacity fee (\$5,900.00) to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before April 30, 2004 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

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.

(Deed of Easement is available in the Delaware County Sanitary Engineer's Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher to FREA LLC in the amount of \$15,000.00.

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

RESOLUTION NO. 04-499

**SETTING BID OPENING DATE AND TIME FOR THE CONSTRUCTION OF THE PERRY – TAGGART
SANITARY SEWER IMPROVEMENTS:**

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

**PUBLIC NOTICE
INVITATION TO BID**

Separate sealed Bids for the construction of the Perry – Taggart Sanitary Sewer Improvements, (aka Contract S04-1) will be received by County of Delaware at the office of the Delaware County Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 until **2:00 o'clock p.m. (local time), June 4, 2004** and then at said office publicly opened and read aloud.

The work covered by the Contract Documents includes:

Contract S04-1

Construction consists of approximately 21,000 feet of totally new sanitary sewer connecting to an existing 36" diameter sewer just east of Retreat Lane in Powell, Ohio. Sewer sizes include 42, 36, 18, 12 and 8-inch diameter sewers of various materials. Major structures include six tunnels underneath the Olentangy State Scenic River, and abandoning two pump stations. Engineer estimate for the project is \$11,800,000.00.

The Contract Documents may be examined at:

**Delaware County Sanitary Engineers' Office
50 Channing Street
Delaware, Ohio 43015**

**McGraw Hill-Dodge
1125 Dublin Road
Columbus, Ohio 43215**

Advertisement for Bids will be published on April 23rd, 30th and May 7th of 2004 in the Delaware Gazette. Prospective Bidders may seek to obtain copies of the Contract Documents at:

**Delaware County Sanitary Engineers' Office
50 Channing Street
Delaware, Ohio 43015**

Upon payment of \$100.00, NONE OF WHICH WILL BE REFUNDED.

Request for the Contract Documents should include the name of a contact person, and his or her phone number and fax number.

Prospective BIDDERS may address to Chad L. Antle, P.E., at the Delaware County Sanitary Engineer's Office

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(740) 833-2240 with any questions.

A prebid meeting will be held on May 7, 2004 at 2:00 p.m., at the Delaware County Board of Commissioner's usual meeting room located at 101 N. Sandusky Street, Delaware, Ohio.

The Board of County Commissioners reserves the right to reject any and all Bids or to increase or decrease or omit any item or items and/or award to the lowest and best BIDDER

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

PRESENTATION REGIONAL GROWTH STRATEGY –BILL HABIG AND KIMBERLY GIBSON

RESOLUTION NO. 04-500

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:55AM.

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

RESOLUTION NO. 04-501

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn out of Executive Session at 11:30AM.

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

(Mr. Ward was out of the hearing room when executive session adjourned.)

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward