

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 04-509

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 22, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held April 22, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-510

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0423:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0423, and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account Number</u> | <u>Amount</u> |
|--------------------------|--------------------------------|-----------------------|---------------|
| PO's | | | |
| Zumro Inc. | Air Shelters & Decon Equipment | 21511315-5238 | \$ 21,024.80 |
| MORPC | DCHIP | 23111711-5365 | \$ 7,000.00 |
| Safety Systems | Safety and Supplies | 21511310-5238 | \$ 27,064.88 |
| Vouchers | | | |
| Hartford Croton Fair | Grant | 10011102-5601 | \$ 7,000.00 |
| Squire Sanders & Dempsey | Professional Services | 21011113-5301 | \$ 6,670.00 |

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

RESOLUTION NO. 04-511

IN THE MATTER OF RECOGNIZING MAY AS OLDER AMERICANS MONTH:

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

**Proclamation by the
Delaware County Board of Commissioners
Recognizing May as Older Americans Month**

WHEREAS, Delaware County's older population has played an instrumental role in building this county and its institutions, and;

WHEREAS, older county residents continue to make invaluable contributions as workers, leaders, volunteers and caregivers, and;

WHEREAS, Delaware County's older population will continue to increase rapidly over the next several decades, and;

WHEREAS, as our population ages, the need for high quality affordable health, in-home and community services will continue to grow, and;

WHEREAS, for the past 41 years every United States president has declared the month of May to be "Older Americans Month", and;

WHEREAS, this year as in the past the Council for Older Adults has planned a number of special local activities to pay tribute to local older adults and caregivers, and;

WHEREAS, the Council for Older Adults wishes to involve all community members in these events and activities, including: May 18th as we celebrate Ohio's Senior Citizens Day; May 18th, Caregiver Recognition

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004**

Day; May 19th and the Central Ohio Senior Hall of Fame Induction of Delaware County resident, Leekay Bennett.

THEREFORE, BE IT RESOLVED, that in recognition the month of May as "Older Americans' Month" the Delaware County Board of Commissioners does hereby honor and congratulate local older adults for the important contributions that they have made and continue to make in Delaware County.

FURTHER RESOLVE that the Delaware County Board of Commissioners encourage local citizens, their family members and caregivers to get connected with the Council for Older Adults and its' partner organizations, and, to become knowledgeable about volunteer opportunities, local service options, and, local resources to maintain a healthy and active lifestyle.

FURTHER RESOLVE that Delaware County Board of Commissioners recognize and congratulate local health and social service organizations who provide assistance and services for a growing number of older county residents for helping to make Delaware County a better place to live and to grow older.

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

RESOLUTION NO. 04-512

IN THE MATTER OF RECOGNIZING THE 26th TO THE 30th DAYS OF APRIL, 2004, AS PLAYGROUND SAFETY WEEK IN DELAWARE:

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

Proclamation

WHEREAS, the safety and well being of children is a priority of the state of Ohio, Delaware County, and the Delaware Board of Health, and

WHEREAS, more than 200,000 children are injured on playgrounds in the United States each year, and there is one playground-related emergency room visit every 2 1/2 minutes on average, and

WHEREAS, the National Program for Playground Safety works to inform the nation about playground injuries and possible ways to reduce them, and

WHEREAS, the National Program for Playground Safety has identified key areas that could help substantially reduce the number of playground injuries and keep our children SAFE: Providing proper Supervision, Age-appropriate equipment, materials to soften Falls to the surface, and Equipment maintenance, and

WHEREAS, spring is often a time that children head to the playground and a large percentage of playground injuries occur from April through June and

WHEREAS, all of us who care about children want no Delaware County children playing on unsafe playgrounds, and

WHEREAS, the National Program for Playground Safety has designated April 26th – 30th, 2004, as **National Playground Safety Week**, a time to think about how to keep our children safe on playgrounds.

NOW THEREFORE, THE DELAWARE COUNTY COMMISSIONERS JOIN THE DELAWARE GENERAL HEALTH DISTRICT, THE STATE OF OHIO, AND CHILD SAFETY ADVOCATES AND DO HEREBY PROCLAIM THE 26th TO THE 30th DAYS OF APRIL, 2004, AS PLAYGROUND SAFETY WEEK IN DELAWARE COUNTY, AND URGE EVERYONE TO BE AWARE OF PLAYGROUND SAFETY ISSUES.

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

RESOLUTION NO. 04 -513

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The CSEA Department is requesting that Teresa Farlee and Joyce Rhodes attend a Spring GRADS Advisory Committee Meeting in Delaware, Ohio April 27, 2004, at no cost.

The Administrative Services Department is requesting that Dawn Huston and Gina Fasone attend a FLSA and Concealed Carry Seminar in Union County May 13, 2004, at no cost.

The Administrative Services Department is requesting that Dawn Huston and Gina Fasone attend an

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004**

Absenteeism Seminar in Columbus, Ohio May 18, 2004, at the cost of \$250.00.

Juvenile Court is requesting that Jim Little attend a "Helping Parents With Challenging Children" Seminar in Columbus, Ohio June 9, 2004, at the cost of \$153.00.

The Treasurer's Office is requesting that Dale Wilgus attend the Spring Treasurer's Conference in Dublin, Ohio May 18-20, 2004, at the cost of \$223.00.

The Environmental Services Department is requesting that Sandy Lewis attend a How to Design Brochures, Newsletters and Reports Seminar in Columbus, Ohio July 8, 2004, at the cost of \$129.00.

The Environmental Services Department is requesting that Matthew Ile, James Carey and William Brutchey attend a Pretreatment and Wastewater Lab Workshop May 11 and 12, 2004, at the cost of \$690.00.

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

RESOLUTION NO. 04-514

IN THE MATTER OF APPROVING A CONTRACT FOR VICTIM ADVOCATE SERVICES BETWEEN AND AMONG THE COMMISSIONERS OF DELAWARE COUNTY, OHIO, THE DELAWARE COUNTY, OHIO PROSECUTING ATTORNEY'S OFFICE AND THE DELAWARE COUNTY, OHIO JUVENILE COURT:

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

**CONTRACT
FOR VICTIM ADVOCATE SERVICES BETWEEN AND AMONG
THE COMMISSIONERS OF DELAWARE COUNTY, OHIO, THE DELAWARE COUNTY, OHIO
PROSECUTING ATTORNEY'S OFFICE AND THE DELAWARE COUNTY, OHIO JUVENILE COURT**

ARTICLES OF AGREEMENT

This Contract is made, and entered into on this 26th day of May, 2004, between and among the Commissioners of Delaware County, Ohio (hereinafter "Commissioners"), the Delaware County, Ohio Prosecuting Attorney's Office (hereinafter "Prosecutor"), and Delaware County, Ohio Juvenile Court (hereinafter "Juvenile Court").

WHEREAS, the Juvenile Court and the Prosecutor jointly seek the services of a victim advocate to exclusively serve the needs of survivors/victims of juvenile offenders, and;

WHEREAS, the Delaware County Office of Victim Services is a division of the Prosecutor's Office, and;

WHEREAS, the Juvenile Court will, for an established number of hours per week and for a set period of time, fund the hiring of one (1) victim advocate to serve the needs of survivors/victims of juvenile crime and will provide such individual workspace within the Juvenile Court facilities and access to certain juvenile offender data, and;

WHEREAS, the Prosecutor will hire, assume as an employee, and supervise such victim advocate and provide such individual with training, counseling, and workspace.

NOW, THEREFORE, in consideration of the following mutual covenants, conditions and agreements, the parties do hereby agree as follows:

1. SERVICES TO BE PROVIDED

1.1 Prosecutor agrees to provide a maximum of twenty-five (25) hours of services each week for survivors/victims of violent felonies, specifically sexual offenses, committed by juveniles who may or may not be involved with the Delaware County Juvenile Court as outlined in the Federal Office of Juvenile Justice and Delinquency Prevention (OJJDP) Community Sex Offender Management (CSOM) Grant. For these purposes, Prosecutor agrees to hire, assume as an employee, and supervise one (1) individual to act as a victim advocate (hereinafter "victim advocate") in Juvenile Court and provide services to survivors/victims of juvenile offenders.

1.2 Prosecutor agrees to provide victim advocate with the items and services listed in "Attachment A," hereby fully incorporated into and made an enforceable part of this Contract.

1.3 Under the supervision of Prosecutor, Prosecutor and Juvenile Court agree that the victim advocate will be responsible for performing, but will not be limited to performing, the tasks listed in "Attachment B," hereby fully incorporated into and made an enforceable part of this Contract.

1.4 Juvenile Court agrees to provide funding to Prosecutor to pay for the services of victim advocate. Juvenile Court agrees to provide such funding to Prosecutor, up to a maximum of nine thousand one

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004**

hundred seventy-one dollars and zero cents (\$9,171.00), in such amounts that Prosecutor may timely pay victim advocate in accordance with the established bi-weekly Delaware County pay schedule at a rate of eleven dollars and fifty cents (\$11.50) per hour, for a maximum of twenty-five (25) hours per week for twenty-six (26) consecutive weeks.

1.5 In addition to salary, Juvenile Court will provide the following benefits to victim advocate: Public Employees Retirement System (PERS), Medicare, and worker's compensation (WC/UC). Exclusive of and not included in salary, Juvenile Court will also provide funding up to a maximum of two thousand one hundred thirty dollars and zero cents (\$2,130.00) for victim advocate, through Delaware County, to receive single health care insurance coverage.

1.6 Juvenile Court will provide five hundred dollars and zero cents (\$500.00) for required training for victim advocate.

1.7 Juvenile Court will provide victim advocate with the items and services listed in "Attachment C," hereby fully incorporated into and made an enforceable part of this Contract.

2. CONDITIONS OF HIRING AND EMPLOYMENT

3.1 In accordance with applicable law, Prosecutor will be responsible for posting for the victim advocate position. Said posting will indicate that the position is for the period of time indicated as the term of this Contract in Section 3.1 and that the position is grant-funded through the Federal Office of Juvenile Justice and Delinquency Prevention (OJJDP) Community Sex Offender Management (CSOM) Grant.

3.2 Victim advocate will be an at-will employee of Prosecutor.

3.3 As an at-will employee of Prosecutor, Prosecutor reserves the exclusive right to dismiss, terminate, fire or let go victim advocate at any time and without cause. If Prosecutor exercises such exclusive right, this Contract and its terms become null and void and neither party to the contract shall have any further responsibility under the Contract except that Juvenile Court will continue to provide to Prosecutor such amount of funding as is necessary to fully pay victim advocate for all time worked up and until victim advocate was dismissed, terminated, fired, or let go.

3. TERM

3.1. The term of this Contract is for twenty-six (26) consecutive weeks, beginning April 1, 2004 and ending September 30, 2004.

3.2. If both parties agree in writing and depending on the availability of funds from the Federal Office of Juvenile Justice and Delinquency Prevention (OJJDP) Community Sex Offender Management (CSOM) Grant, this contract may be extended beyond September 30, 2004 for a period of six months, until March 31, 2005.

4. EVALUATION

4.1. For purposes of evaluation, Prosecutor will upon request provide, in writing, to Juvenile Court a report containing various and necessary data concerning the victims/survivors of juvenile offenders worked with/served by victim advocate. The report will include statistics indicating the total number of such victims/survivors who are the survivors/victims of juvenile sex offenders.

5. TERMINATION OF AGREEMENT

5.1. Either party upon thirty days (30) written notice to the other party may terminate this Contract without cause. This thirty (30) day termination notice period shall begin upon receipt of the notice of termination by either party. Such a termination does not bar either party from pursuing a claim for damages for breach of this Contract.

In the event of termination, Prosecutor shall be compensated for all work completed by victim advocate up and until the effective date of termination.

5.2. This Contract is subject to the availability of Federal Office of Juvenile Justice and Delinquency Prevention (OJJDP) Community Sex Offender Management (CSOM) Grant funds. In the event, OJJDP does not appropriate funds pursuant to the CSOM Grant during the term of this Contract, and there are not other funds available by or with which payment can be made by Juvenile Court to Prosecutor, this Contract may be terminated without penalty to either party.

5.3. If either party fails to substantially perform in accordance with the provisions of this Contract, the other party shall notify the party failing to perform in writing of the substantial failure of performance.

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004**

Such written notice shall specifically state the nature of the substantial failure(s) of performance. If the party receiving such notice fails to correct the indicated substantial failure(s) of performance within ten (10) days of receiving such notice, this Contract may be terminated, for cause. Upon such termination, the parties shall be entitled to all such rights and remedies as the law may allow.

6. INDEMNIFICATION

6.1. The parties shall indemnify and hold harmless each other's offices, officials, agents, employees, or subcontractors from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and costs related to court action, mediation, or arbitration) arising out of or resulting from the performance of this Contract or the actions of the victim advocate under this Contract. This indemnification shall survive the termination of this Contract.

7. HEALTH AND SAFETY

7.1. While performing services under or pursuant to this Contract, the parties shall be responsible for initiating, implementing, maintaining, supervising and complying with all safety precautions and programs required by OSHA and/or all other regulatory agencies.

8. NON-DISCRIMINATION IN EMPLOYMENT

8.1. Parties shall not discriminate against any employee or applicant for the victim advocate position because of age, sex, race, creed, national origin, sexual orientation, or disability.

8.2. Both parties shall take affirmative action to ensure that the victim advocate is treated fairly and legally during employment with regard to age, sex, race, creed, national origin, sexual orientation, or disability.

8.3. The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

8.4. In the event either party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 8 of this Contract, this Contract may be canceled, terminated or suspended in whole or in part by either party.

9. SUCCESSORS AND ASSIGNMENT

9.1. Neither party shall assign its interest in this Contract without the express written consent of the other party.

10. AUDIT RIGHTS

10.1. For all services being provided by the victim advocate under this Contract, both parties shall have the right and both parties agree to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to the victim advocate that is the subject of this Contract.

10.2. Audits performed pursuant to Section 10.1 of this Contract shall take place at times and locations mutually agreeable to both parties, however the party requested to provide books, accounts, invoices, records, writings, or documentation must make the materials to be audited available to the requesting party within ten (10) days of the date of the request for such materials.

11. NOTICES

11.1. All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered or sent via certified mail to the following individuals at the following addresses and shall be effective on the date received :

Juvenile Court:

The Honorable Kenneth J. Spicer
Delaware County Juvenile Court
88 North Sandusky Street
Delaware, Ohio 43015

Prosecutor:

David A. Yost
Prosecuting Attorney
Delaware Co. Prosecuting Atty's Office
140 North Sandusky Street
Delaware, Ohio 43015

12. GOVERNING LAW

12.1. This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio.

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004

12.2. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

12.3. This Agreement is not subject to arbitration.

13. COMPLIANCE WITH LAWS

13.1. The parties represent that they currently do and throughout the life of this Contract will continue to comply with all federal, state, and local laws, regulations and orders, as amended or supplemented.

14. WAIVER

14.1. No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof.

14.2. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

15. SEVERABILITY

15.1. If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

16. ENTIRE AGREEMENT

16.1. This Contract and its Attachments shall constitute the entire understanding and agreement between the parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. HEADINGS

17.1. The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 04-515

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION FOR GENOA ELEMENTARY SCHOOL:

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

Ditch Maintenance Petition- Genoa Elementary School

We the undersigned owners of 49.315 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Genoa Elementary School** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004**

The cost of the drainage improvements is \$82,650.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. One (1) lot is created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$82,650.00 per lot. An annual maintenance fee equal to 2% of this basis \$1,653.00 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,653.00 has been paid to Delaware County.

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

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

RESOLUTION NO. 04-516

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR SCIOTO RESERVE SECTION 4, PHASE 12 AND STONE'S THROW:

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

Scioto Reserve Section 4, Phase 12

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 26th day of April, 2004 between **HOME ROAD LTD.**, as evidenced by the **SCIOTO RESERVE SECTION 4, PHASE 12** Subdivision Plat to be 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 to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 4/6/04, 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 said 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 on which this **AGREEMENT** is executed 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.

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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing 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.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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**.

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004**

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

CONSTRUCTION

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

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

The **SUBDIVIDER** shall 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. 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

Stone's Throw

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 26th day of April, 2004 between **DECENZO CUSTOM HOMES**, as evidenced by the **STONE'S THROW** Subdivision Plat to be 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 to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 2/4/04, 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 said 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 on which this **AGREEMENT** is executed 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.

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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-ONE THOUSAND EIGHT 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 testing 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

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004

end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or ice removal or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

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

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

The **SUBDIVIDER** shall 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. 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 04 -517

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BONDS FOR THE SUBDIVISIONS OF DORNOCH ESTATES SECTION 4 AND SCIOTO HIGHLANDS NO. 3:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve taking action against the following bonds:

Dornoch Estates Section 4

In August, 2003, your Board approved the acceptance of the improvements into the public system for the above referenced project. The Engineer made that recommendation under the agreement with the developer that the remaining seeding and grading would be done by May 1 of this year. The developer posted a cash bond for this work.

As of this date, the work needing to be completed has not taken place. The Engineer, therefore, request permission to take action against the cash bond posted for this project should this work not be completed by the May 1, 2004 deadline.

Scioto Highlands No. 3

In January, 2004, your Board approved the acceptance of the improvements into the public system for the above referenced project. The Engineer made that recommendation under the agreement with the developer that the remaining seeding and grading, which could not be completed until this spring, would be done by May 1 of this year. The developer posted a cash bond for this work.

As of this date, the work needing to be completed has not taken place. The Engineer, therefore, request permission to take action against the cash bond posted for this project should this work not be completed by the May 1, 2004 deadline.

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

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004

RESOLUTION NO. 04 -518

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

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

| Permit # | Applicant | Location | Type of Work |
|----------|-------------------------|-------------|----------------------------|
| U04049 | American Electric Power | Powell Road | Extend overhead facilities |

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

RESOLUTION NO. 04-519

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STEVEN J. AND TRACIE R. GOEBEL, HUSBAND AND WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 26TH day of April 2004, by and between STEVEN J. AND TRACIE R. GOEBEL, HUSBAND AND WIFE, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Four Hundred Fifty One Dollars (\$451.00), plus Thirty Dollars (\$30.00) for improvements and One Hundred Eighteen Dollars (\$118.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$599.00 to Steven J. and Tracie R. Goebel, Husband and Wife.

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

RESOLUTION NO. 04-520

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

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following resolution:

**Bid Award Recommendations for Liquid Asphalt, Hot Mix and Cold Mix
Bid Opening of April 5, 2004**

As a result of the referenced bid opening (a bid tabulation is available for review), The Engineering Staff makes the following bid award recommendations:

MC 30 FOB Jobsite:

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

MC 30 FOB Plant:

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

RS2 as per ODOT Spec 902 FOB Jobsite:

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

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004

RS2 as per ODOT Spec 902 FOB Plant:

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

SS-1 or SS-1H FOB Jobsite:

Recommends that a non-exclusive bid award be made to Asphalt Materials, Inc., the low bidder for this material.

SS-1 or SS-1H FOB Plant:

Recommends that a non-exclusive bid award be made to Asphalt Materials, Inc., the low bidder for this material.

RS-2 as per ODOT Spec 702.04 FOB Jobsite:

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

RS-2 as per ODOT Spec 702.04 FOB Plant:

Recommends that a non-exclusive award be made to Asphalt Materials, Inc., the low bidder for this material.

Number 301 Materials:

Recommends that a non-exclusive award be made to Shelly & Sands Mar-Zane, the low bidder for these materials.

Number 402 Materials:

Recommends that a non-exclusive award be made to Shelly & Sands Mar-Zane, the low bidder for these materials.

Number 404 Materials:

Recommends that a non-exclusive award be made to Shelly & Sands Mar-Zane, the low bidder for these materials.

HPM Materials:

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

405 Bituminous Cold Mix:

Recommends that a non-exclusive award be made to The Apple Smith Corporation, the only bidder for this material.

2 Men and a Paver:

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

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

RESOLUTION NO. 04-521

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE BYRNE GRANT FOR INTENSIVE SUPERVISION:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the quarterly Report of the Byrne Grant #25822305.

(Copy of report available in the Commissioners office until no longer of Administrative Value).

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

RESOLUTION NO. 04-522

IN THE MATTER OF APPOINTING REPRESENTATIVES TO THE

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004

DELAWARE/KNOX/MARION/MORROW YOUTH COUNCIL:

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

Whereas: the Workforce Investment Act of 1998 requires the Board of County Commissioners to appoint a Local Youth Council to ensure coordination of job training activities offered through the Workforce Investment Act, and

Whereas: the council members will develop a plan building upon existing resources to provide a comprehensive system of learning options, work experience, skills development, leadership development, counseling and support, connections to both post-secondary education and good jobs for youth ages 14 to 21.

Now, therefore, be it resolved that the following individuals are appointed to the Delaware/Knox/Marion/Morrow Youth Council:

| | |
|-------------------|----------------------------------|
| Rod Boester | McDonalds Owner |
| Watson Walker Jr. | Columbus State Community College |

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

RESOLUTION NO. 04-523

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR HARBOR POINTE SECTION 5:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the sanitary sewer plan for Harbor Pointe Section 5 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 04-524

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR RUTHERFORD ESTATES:

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the following Sanitary Subdivider’s Agreement:

Rutherford Estates

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

THIS AGREEMENT executed on this 26th day of April 2004, by and between RUTHERFORD ESTATES LLC 1, as evidenced by the RUTHERFORD ESTATES Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$174,050, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 59 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$253,000) 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

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004**

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 \$20,240, 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.

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

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2004

RESOLUTION NO. 04-525

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Thomas Fenner has resigned his position with the Department of Job and Family Services; effective date May 1, 2004.

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners