

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 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

7:30 PM Public Hearing For Consideration Of The Brookview Watershed Ditch Petition Filed By James R. Clark, Beau Burton And Others

PUBLIC COMMENT

RESOLUTION NO. 04-1325

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 28, 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 October 28, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-1326

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1029:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1029 and Purchase Orders and Vouchers as listed below:

Purchase Orders

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Marchi and Son LLC	Sunbury ADA FY' 03	23011704-5365	\$ 30,000.00
Increases			
BP Products	Gasoline	10011106-522822801	\$ 17,250.00
Ben Bro Enterprises	Lease Rental	10011105-533533502	\$ 20,968.28
BP Products	Gas/Fuel/Serv Center	10011106-522822801	\$ 10,000.00
DATA	Client Residential Travel	22411601-5355	\$ 8,000.00
Vititoe Construction, Inc.	Storm Drainage Ostrander	23111709-5365	\$ 23,000.00
Decrease			
Vititoe Construction, Inc.	Storm Drainage Ostrander	23011704-5365	\$ 23,000.00
Pfeiffer Enterprises Inc.	Gas/fuel/Serv Center	10011106-5228	\$ 10,000.00
Vouchers			
Kindercare Inc., Hard Rd	Day Care	22411610-5348	\$ 5,042.00
JG Contracting Co., Inc.	Completed Work through 9-04	21511307-5450	\$ 150,000.00
Kindercare Neverland	Day Care	22411610-5348	\$ 11,490.00
Memo Transfer			
From	To		
CSEA 23711630-5380	Commissioners 10011101-4233	Rent for Space	\$ 6177.00

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

RESOLUTION NO. 04-1327

IN THE MATTER OF RESCHEDULING THE COMMISSIONERS SESSION FOR THURSDAY NOVEMBER 11 TO WEDNESDAY NOVEMBER 10, 2004 AND THE THURSDAY NOVEMBER 25, SESSION TO WEDNESDAY NOVEMBER 24, 2004:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the rescheduled sessions.

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

RESOLUTION NO. 04-1328

IN THE MATTER OF APPROVING AN AMENDMENT TO THE PRESENTED TRAVEL EXPENSE

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

REQUESTS LIST:

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

The Administrative Services Department is requesting that Christine Shaw, Lori Detter and Megan Rhoads attend a Sunshine Law Forum in Columbus, Ohio November 17, 2004, at the cost of \$38.00. *The Commissioners are approving that only one person (to be determined by the department) attends the Forum.*

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

RESOLUTION NO. 04-1329**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS LIST AS AMENDED:**

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

The CSEA Department is requesting that Susan Brown, Sandee Pinnick, Christine Dobrovich and Regina Prouty attend a Regional Interstate Training in Lancaster, Ohio November 3, 2004, at the cost of \$37.50.

The CSEA Department is requesting that Susan Brown attend the OCDA Statehouse Day Meeting in Columbus on November 16 & 17 at a cost of \$85.00.

The Department of Job and Family Services is requesting that Tracey Merrin and Sharon Llody attend a Veterans meeting in Knox County November 3, 2004, at no cost.

The Administrative Services Department is requesting that a records center employee attend a Sunshine Law Forum in Columbus, Ohio November 17, 2004, at the cost of \$38.00.

The Administrative Services Department is requesting that Kevin Williams attend the CCAO Winter Conference in Columbus, Ohio November 29, 2004, at the cost of \$77.75.

The Administrative Services Department is requesting that Gina Fasone attend the CCAO Winter Conference in Columbus, Ohio November 30, 2004, at the cost of \$77.75.

The Auditor is requesting that Todd Hanks and Mark Potts attend the County Auditor's Association Winter Conference at Dublin on November 16-18 in the amount of \$378.35

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

RESOLUTION NO. 04-1330**IN THE MATTER OF PROCLAIMING NOVEMBER "HIRE A VETERAN MONTH" IN DELAWARE COUNTY, OHIO:**

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

Resolution

Whereas, military veterans have selflessly served to protect freedom and democracy worldwide; and

Whereas, this nation owes a great debt to its military veterans, many of whom have served in the most remote and volatile parts of the world at great sacrifice to themselves and their families; and

Whereas, military service instills in veterans a respect for authority, ability to follow instruction and an acute understanding of leading in adversity, all qualities civilian employers seek in a job candidate; and

Whereas, hundreds of well educated, motivated and disciplined veterans returning to civilian life enter the Ohio job market each month.

Now Therefore, We The Board of County Commissioners of Delaware County do hereby designate HIRE A VETERAN MONTH NOVEMBER, 2004, and invite Delaware County employers to consider the skills and abilities possessed by Ohio's military veterans when seeking new employees.

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

RESOLUTION NO. 04-1331**ADOPTING RESOLUTION OF CONGRATULATIONS TO DAN DODSON UPON EARNING HIS EAGLE SCOUT AWARD:**

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

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

Whereas, Dan Dodson has been a member of Boy Scout Troop # 300, and

Whereas, Dan Dodson has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to, Dan Dodson on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates, Dan Dodson on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

RESOLUTION NO. 04-1332

IN THE MATTER OF APPROVING PLATS FOR THE OAKS AT HIGHLAND LAKES PHASE 4 AND DITCH MAINTENANCE PETITIONS FOR ESTATES OF GLEN OAK SECTION 4, PHASE A AND ESTATES OF GLEN OAK SECTION 4, PHASE B:

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

Oaks At Highland Lakes Phase 4

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, In Section 2, Township 3, Range 17, United States Military District, Containing 35.725 Acres, More Or Less, (With 4.267 Acres In Farm Lot 12 And 31.458 Acres In Farm Lot 13), Including 4.531 Acres Of Right-Of-Way Area, Said 35.725 Acres Being Out Of The 108.239 Acre Tract Conveyed To M/I Homes Of Central Ohio, LLC., An Ohio Limited Liability Company By Deed Of Record In Official Record 428, Page 1363, Records Of The Recorder's Office, Delaware County, Ohio. Cost \$135.00.

Ditch Maintenance Petition- Estates Of Glen Oak Section 4, Phase A

We the undersigned owners of 11.267 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Estates Of Glen Oak Section 4, Phase A** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Estates Of Glen Oak Section 4, Phase A** Subdivision.

The cost of the drainage improvements is averaged 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. Thirty-one (31) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,781.30 per lot. An annual maintenance fee equal to 2% of this basis \$75.63 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 \$2,344.53 has been paid to Delaware County.

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

Ditch Maintenance Petition- Estates Of Glen Oak Section 4, Phase B

We the undersigned owners of 9.849 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Estates Of Glen Oak Section 4, Phase B** as evidenced by the attached subdivision plat

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

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

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Estates Of Glen Oak Section 4, Phase B** Subdivision.

The cost of the drainage improvements is average 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. Thirty-two (32) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,781.30 per lot. An annual maintenance fee equal to 2% of this basis \$75.63 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 \$2,420.16 has been paid to Delaware County.

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

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

RESOLUTION NO. 04-1333

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR ESTATES OF GLEN OAK SECTION 4, PHASE B:

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

Estates Of Glen Oak Section 4, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 1st day of November 2004, between **DOMINION HOMES**, as evidenced by the **ESTATES OF GLEN OAK SECTION 4, PHASE B** 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 10/7/04, 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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

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 THOUSAND (\$20,000) DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

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

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

RESOLUTION NO. 04-1334

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR ESTATES OF GLEN OAK SECTION 1, PHASES A&B; SCIOTO RESERVE SECTION 1, PHASE 7 AND SCIOTO RESERVE SECTION 1, PHASE 8:

It was moved by Mr. Jordan, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

Estates of Glen Oak Section 1, Phases A&B

The roadways to be accepted are as follows:

- **Ashcreek Avenue**, to be known as **Township Road Number 1414**

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004

- **Veronica Place**, to be known as **Township Road Number 1415**
- **Greenspire Drive**, to be known as **Township Road Number 1416**
- **Blue Holly Drive**, to be known as **Township Road Number 1417**
- **Snapdragon Way**, to be known as **Township Road number 1418**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Scioto Reserve Section 1, Phase 7

The roadways to be accepted are as follows:

- An addition of 0.14 mile to **Township Road number 1223, Tree Lake Boulevard**
- **Bridge Crossing Court**, to be known as **Township Road Number 1412**
- **Glenmeir Court**, to be known as **Township Road Number 1413**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Scioto Reserve Section 1, Phase 8

The roadways to be accepted are as follows:

- An addition of 0.04 mile to **Township Road number 1412, Bridge Crossing Court**
- An addition of 0.09 mile to **Township Road Number 1413, Glenmeir Court**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 04-1335

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ESTATES OF GLEN OAK SECTION 1, PHASES A&B AND SCIOTO RESERVE SECTION 1, PHASE 7:

It was moved by Mr. Ward, seconded by Mr. Jordan to establish stop conditions for the following:

Stop Conditions – Estates of Glen Oak Section 1, Phases A&B

- On Township Road Number 1414, Ashcreek Avenue, at its intersection with County Road 10, Old State Road
- On Township Road Number 1414, Ashcreek Avenue, at its intersection with Township Road Number 1418, Snapdragon Way
- On Township Road Number 1415, Veronica Place, at its northbound intersection with Township Road Number 1414, Ashcreek Avenue
- On Township Road Number 1415, Veronica Place, at its southbound intersection with Township Road Number 1414, Ashcreek Avenue
- On Township Road Number 1416, Greenspire Drive, at its intersection with Township Road Number 1414, Ashcreek Avenue
- On Township Road Number 1417, Blue Holly Drive, at its intersection with Township Road Number 1416, Greenspire Drive

Stop Conditions – Scioto Reserve Section 1, Phase 7

- On Township Road Number 1412, Bridge Crossing Court, at its intersection with Township Road Number 1233, Tree Lake Boulevard
- On Township Road Number 1413, Glenmeir Court, at its intersection with Township Road Number 1412, Bridge Crossing Court

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

RESOLUTION NO. 04-1336

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
U04158	Suburban Natural Gas	Olde State Farms Section 2	Install new gas mains
U04163	Verizon	South Old State	Place aerial cable

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004

IN THE MATTER OF ACCEPTING FROM THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS, THE AWARDING OF THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) 2004 GRANT:

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

WHEREAS, the Ohio Department of Development has awarded to Delaware County the Community Housing Improvement Program Grant (CHIP) 2004 in the amount of \$555,000, and

WHEREAS, during the development of the 2004-2008 CHIS and CDBG participation process various housing needs have been identified in the County; and

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Housing Improvement Program (CHIP) for the purpose of addressing these needs.

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

SECTION I. The Delaware County Board of Commissioners hereby accepts the FY 2004 CHIP grant in the amount of \$ 555,000 that includes the following activities:

Activity	CDBG Funds	HOME Funds	OHTF Funds	Other Funds	Total Cost
1. Rental/Housing Assistance	0	\$45,000	0	0	\$45,000
2. Private Rehabilitation	0	\$238,000	0	0	\$238,000
3. Home/Building Repair	\$35,000	0	0	0	\$35,000
4. New Construction	0	0	\$50,000	0	\$50,000
5. Implementation Costs	\$70,400	0	0	0	\$70,400
6. Downpayment Asst/Rehab	0	\$84,000	0	\$300,000	\$384,000
7. Fair Housing Program	\$3,800	0	0	0	\$3,800
8. General Administration	\$8,800	\$20,000	0	0	\$28,800
Totals	\$118,000	\$387,000	\$50,000	\$300,000	\$855,000

SECTION II. That the Board of Commissioners authorizes the President of the Board to execute this agreement, and understands and agrees that participation in the CHIP Program requires compliance with Program guidelines and assurances.

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

RESOLUTION NO. 04-1340

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
23011702-5365	Program Income- Grant Related Services	\$ 1,500.00

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

RESOLUTION NO. 04-1341

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN SCIOTO RESERVE SECTION 4, PHASE 6:

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

Scioto Reserve Section 4, Phase 6 991feet of 8- inch sewer 5 manholes

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

RESOLUTION NO. 04-1342

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR RECREATIONS OUTLET:

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

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

RESOLUTION NO. 04-1343

IN THE MATTER OF APPROVING AN ESCROW AGREEMENT BETWEEN THE LAKES AT GOLF VILLAGE LLC., US BANK AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR SEWER CONSTRUCTION:

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

ESCROW AGREEMENT

This ESCROW AGREEMENT ("Agreement") is entered into at Delaware, Ohio, this 1st day of November, 2004, by and between The Lakes at Golf Village, L.L.C., an Ohio limited liability company ("Golf Village"), US Bank ("Bank"), and the Delaware County Board of Commissioners ("County") (Golf Village, Bank, and County are collectively, hereinafter the "Parties");

WHEREAS, Golf Village and County have entered into an agreement providing for the construction of certain improvements relating to the construction of sanitary sewers on certain real property owned by Golf Village and situated in Delaware County, Ohio, which improvements shall be owned by the County; and

WHEREAS, County has requested that Golf Village deposit certain funds into an escrow account with Bank, which funds would be utilized, if necessary, for the maintenance of said improvements in accordance with the terms of Golf Village's agreement with County; and

WHEREAS, the costs of the maintenance of those improvements are estimated to be Fifteen Thousand Dollars (\$15,000.00); and

WHEREAS, Golf Village has agreed to place in escrow with Bank a certain money market account standing in the name of Golf Village in the amount of Fifteen Thousand Dollars (\$15,000.00) to be held and disbursed in accordance with the terms hereinafter stated; and

WHEREAS, Bank has agreed to act as escrow agent for the transaction contemplated hereby; and

WHEREAS, Golf Village has agreed to pay to Bank those reasonable and customary money market account fees for the services required of Bank hereunder; and

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **CREATION OF ESCROW.** Upon execution of this Agreement by the Parties, Golf Village shall deposit with Bank the principal amount of Fifteen Thousand Dollars (\$15,000.00), which shall be placed into a money market account which funds shall be held in escrow for a period not exceeding five (5) years from the date of execution of this Agreement. The money market account shall stand in the name "The Lakes at Golf Village, L.L.C." and shall be held by Bank in account number 130105717644.
2. **DISBURSEMENTS BY ESCROW AGENT.** Bank shall hold said money market account for the benefit of Golf Village for the aforesaid five (5) year period, provided, however, that in the event Bank receives a resolution from the County authorizing the County to undertake the maintenance or repair of the improvements set forth hereinabove, together with County's request of Bank for release from the money market account of the amounts necessary to make said repairs or maintenance, Bank shall release from the money market account those funds reasonably necessary for said maintenance or repairs
3. **DURATION OF ESCROW.** This Agreement and the escrow created hereby shall continue for a period of five (5) years from the date of this Agreement. On that date, any funds remaining in the money market account shall be released to Golf Village. The escrow created hereby shall also terminate in the event Bank releases all of the funds represented by the money market account pursuant to County's request pursuant to paragraph 2 above.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004

4. LIABILITY OF ESCROW AGENT. Bank shall not be liable for any action it may take or fail to take as escrow agent hereunder provided its actions are taken in good faith and in accordance with the terms of this Agreement.

5. NOTICES. Any notices required or desired to be given by any party may be given by mailing it to the party to be notified, postage prepaid, certified U.S. Mail, return receipt requested, as follows:

As to County: Delaware County Commissioners
101 North Sandusky Street
Delaware, Ohio 43015

As to Golf Village: The Lakes at Golf Village, L.L.C.
700 Ackerman Road, Suite 400
Columbus, Ohio 43202

As to Bank: US Bank
175 S. Third Street, 4th Floor
Columbus, Ohio 43215

6. SUCCESSORS AND ASSIGNS. This Agreement shall be binding and inure to the benefit of the successors and assigns of the Parties hereto. However, this Agreement is not assignable by any party without the prior written consent of all of the other Parties.

7. MODIFICATION. This Agreement contains the entire understanding among the Parties and supersedes all prior understanding or agreements between them regarding the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless in writing and signed by each of the Parties.

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

RESOLUTION NO. 04-1344

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND TRUCCO CONSTRUCTION COMPANY INC. FOR THE PERRY-TAGGART SEWER IMPROVEMENTS PROJECT:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the agreement between the Delaware County Commissioners and Trucco Construction Company Inc. for The Perry-Taggart Sewer Improvements Project.

AGREEMENT

This agreement is dated as of the 1st day of November in the year 2004 by and between Delaware County Commissioners (hereinafter called OWNER) and Trucco Construction Company INC. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows;

CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds of **\$16,215,835.00** in accordance with the Bid Schedule as awarded by the OWNER as included herein, subject to additions and deduction by Change Order and quantities actually performed.

Name of project: Perry-Taggart Sanitary Sewer Improvements; Contract S04-1

Owner: Delaware County Commissioners

Contractor: Trucco Construction Company, INC.

(A copy of contract book S04-1 is available in the Commissioners Office until no longer of Administrative value).

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

RESOLUTION NO. 04-1345

IN THE MATTER OF SOLICITING A FORMAL PROPOSAL FROM URS CORPORATION, DLZ CORPORATION, AND BENNET AND STAHELI, INC. FOR TUNNELING SUPPORT CONSULTANT

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

SERVICES FOR THE PERRY-TAGGART SANITARY SEWER IMPROVEMENTS.

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

WHEREAS, Engineering qualifications were publicly solicited for Tunneling Support Consultant Services for the Perry-Taggart Sanitary Sewer Improvements, and

WHEREAS, A team comprised of Delaware County employees evaluated seven Statements Of Qualifications, and

WHEREAS, URS Corporation, DLZ Corporation, and BENNET and STAHELI, Inc. were collectively judged to comprise the shortlist of most qualified firms,

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, identifies URS Corporation, DLZ Corporation, and BENNET and STAHELI, Inc.. as the most qualified firms and hereby solicits a formal scope of services and cost proposal from these firms to perform these services.

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

RESOLUTION NO. 04-1346

IN THE MATTER OF SOLICITING A FORMAL PROPOSAL FROM BBC&M ENGINEERING FOR GEOTECHNICAL ENGINEERING CONSULTANT SERVICES DURING THE CONSTRUCTION OF THE PERRY-TAGGART SANITARY SEWER IMPROVEMENT:

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

WHEREAS, Engineering qualifications were publicly solicited for blasting consultant services, and

WHEREAS, A team comprised of Delaware County employees evaluated six Statements Of Qualifications, and

WHEREAS, BBC&M ENGINEERING, Inc. was collectively judged to be the most qualified firm,

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, identifies BBC&M ENGINEERING, Inc. as the most qualified firms and hereby solicits a formal scope of services and cost proposal from this firm to perform these services.

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

RESOLUTION NO. 04-1347

IN THE MATTER OF SOLICITING A FORMAL PROPOSAL FROM PRECISION BLASTING SERVICES FOR BLASTING CONSULTANT SERVICES DURING THE CONSTRUCTION OF THE PERRY-TAGGART SANITARY SEWER IMPROVEMENT:

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

WHEREAS, Engineering qualifications were publicly solicited for blasting consultant services, and

WHEREAS, A team comprised of Delaware County employees evaluated three Statements Of Qualifications, and

WHEREAS, Precision Blasting Services, Inc. was collectively judged to be the most qualified firm,

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, identifies Precision Blasting Services, Inc. as the most qualified firms and hereby solicits a formal scope of services and cost proposal from this firm to perform these services.

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

RESOLUTION NO. 04-1348

IN THE MATTER OF APPROVING A RESOLUTION TO PROVIDE PRACTICAL EMERGENCY MEDICAL SERVICE TRAINING TO PARAMEDIC STUDENTS AT COLUMBUS STATE COMMUNITY COLLEGE:

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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

WHEREAS, the Delaware County Board of Commissioners desire to assist in furthering the education opportunities of students enrolled in approved emergency medical services training programs, and

WHEREAS, the Columbus State Community College in Columbus, Ohio has an approved emergency medical training program and has requested an opportunity to work with Delaware County Emergency Medical Services personnel in a real world, supervised environment to provide practical experience to its students;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves an agreement with Columbus State Community College to provide this mutually beneficial service.

CLINICAL/PRACTICUM AFFILIATION AGREEMENT

Agreement between
COLUMBUS STATE COMMUNITY COLLEGE
Emergency Medical Services Technology
And
Delaware Co. Emergency Medical Services

This Agreement between COLUMBUS STATE COMMUNITY COLLEGE, an Ohio state-supported institution of higher education created pursuant to O.R.C. applicable Chapter 3358, with its principal address as 550 East Spring Street, Columbus, Ohio 43215 and Delaware Co. Emergency Medical Services (Facility) with its principal address as 10 Court Street, Delaware, Ohio 43015

WHEREAS, College has established an Emergency Medical Services training program (Program), certified and/or accredited by the Ohio Department of Public Safety and desires a clinical/practicum educational experience for its students; and

WHEREAS, Facility desires to provide field experience for College's clinical/practicum education program and has the setting and equipment needed for Program;

NOW, therefore, the parties, in consideration of the terms and conditions set forth herein, agree as follows:

§ 1.0 Responsibilities of Facility

§ 1.1 Facility will provide suitable clinical/practicum learning environment consistent with the Program's curriculum and objectives in accordance with College's academic calendar.

§ 1.2 Facility will designate the EMS Training Officer to serve as liaison to the College as appropriate to the Program. It is understood that Program students do not replace Facility staff.

§ 1.3 Facility shall permit, upon reasonable request, the inspection of its facilities relevant to field experience and any program student records, by College faculty and administrators and by agencies responsible for College's accreditation of Program.

§ 1.4 Facility shall treat and/or refer any participating student of the college, as they would their own employees, in case of illness or accident that occurs during clinical/practicum practice time. Emergency treatment may be provided at the student's expense.

§ 1.5 Facility shall maintain all certifications, accreditations, and licenses relevant to the Facility's operations needed for field experience.

§ 2.0 Responsibilities of College

§ 2.1 College, through its Department Chair, after consultation with Facility, shall plan and oversee the Program. College shall retain ultimate responsibility for the students' grades, evaluations and discipline.

§ 2.2 College will provide and maintain the records and reports necessary for conducting the students' clinical/practicum learning experience.

§ 2.3 College will provide Facility with an annual announcement or description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar of College.

§ 3.0 Application of Facility's Rules & Procedures

§ 3.1 It is understood that College's students and faculty, during field experience at Facility, will be under the jurisdiction of Facility officials for educational purposes and that such persons will be subject to Facility's rules directly related to field experience.

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

§ 3.2 College will require students and faculty to comply with Facility's policies and procedures, including, but not limited to, matters relating to conduct, such as dress code, safety requirements, such as OSHA and use and disclosure of individually identifiable information under HIPAA. Facility will provide College a copy of its applicable policies and procedures.

§ 4.0 Student Status

§ 4.1 Student eligibility in the Program will be determined by College. College will require each student participating in the clinical/practicum experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety and immunization requirements; 4) current liability insurance, and 5) required documentation.

§ 4.2 Solely for the purpose of HIPAA requirements that relate to the use and disclosure of Facility's protected health information, students are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, for activities conducted pursuant to this Agreement. Students participating in the Program are not employees or agents of Facility.

§ 5.0 Student Removal

§ 5.1 Facility reserves the right to regulate the number and frequency of participants in field experience.

§ 5.2 Facility reserves the right to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

§ 5.3 College will withdraw a student from Program at Facility if, after consultation with Facility personnel, College determines such action to be warranted.

§ 5.0 Term and Termination

§ 5.1 This Agreement shall be effective January 1, 2005 and end on January 1, 2006.

§ 5.2 Renewal. The term of the Agreement will be renewable for successive one-year periods, subject to 90 days written notice to not renew by either party.

§ 5.3 Termination. Either party may terminate this agreement at any time by giving the other party 90 days advance written notice, provided that students participating in the Program at the end of notice period shall have the opportunity to complete their clinical/practicum experience at the Facility.

§ 6.0 Non-Discrimination

§ 6.1 Facility and College agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, national origin, religion, disability, veteran status, or sexual orientation, and that Facility agrees to comply with all non-discriminatory laws to which College is subject. General information, questions, concerns or complaints related to these matters may be directed to the EEO Officer of the College at 550 East Spring Street, Columbus, Ohio 43215.

§ 7.0 Insurance

§ 7.1 College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. The limits of such policies shall not be less than \$1,000,000 per occurrence and \$3,000,000 aggregate through umbrella coverage. College shall provide proof of such coverage to Facility upon request.

§ 8.0 Non-Assignment and Subcontracting

§ 8.1 Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of College.

§ 9.0 Entire Agreement; Modification

§ 9.1 This Agreement, including attachments (A. Orientation of Field Preceptors; B. Responsibilities of Delaware Co. EMS Field Preceptors; C. Responsibilities of the EMS student; D. Accumulation and Use of Tuition Credits) constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

§ 10.0 Governing Law

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

§ 10.1 This Agreement shall be governed by and construed under the laws of the State of Ohio. Any litigation arising out of or relating to this Agreement or the performance shall be brought only in an appropriate court of this State.

§ 11.0 Representation of Authority

§ 11.1 Each of the parties that has executed this Agreement through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

§ 12.0 Notice

§ 12.1 Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by U.S. Mail, certified, return receipt requested, addressed to the following parties:

Dr. M. Valeriana Moeller, President
Columbus State Community College
550 East Spring Street
Columbus, Ohio 43215
(614) 287-2402 | (614) 621-3506 fax

Rob Farmer, Chief
Delaware Co. Emergency Medical Services
10 Court Street
Delaware, Ohio 43015
(740) 833-2190 | (740) 833-2189 fax

§ 13.0 Severability

§ 13.1 In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

ATTACHMENTS
CLINICAL/PRACTICUM AFFILIATION AGREEMENT
Columbus State Community College
Emergency Medical Services Technology
And
Delaware Co. Emergency Medical Services

ORIENTATION OF FIELD PRECEPTORS

The faculty and field clinical coordinator of Columbus State Community College Emergency Medical Services Technology will orient field preceptors of Delaware Co. Emergency Medical Services to the philosophy, purpose, objectives, and general curriculum plan of the Emergency Medical Services Technology program and will arrange for regular meetings with field preceptors and students to discuss progress on the pre-arranged objectives and ancillary experiences.

The faculty and field clinical coordinator of Columbus State Community College will serve as consultants to the field preceptors of Delaware Co. Emergency Medical Services and to the students in resolving problems relating to field experiences. Serious problems relating to field experiences shall be relayed to Delaware Co. EMS Training Supervisor.

RESPONSIBILITIES OF FIELD PRECEPTORS

The field preceptor will provide the student with an orientation to Delaware Co. EMS facilities and operating procedures.

The field preceptor will provide a range of experiences for the student in accordance with the field clinical objectives.

The field preceptor will complete a written evaluation of student performance after each clinical experience (formative) and at the end of the quarter (summative).

The field preceptor will contact the Columbus State Field Clinical Coordinator as soon as possible should problems arise. Field preceptors shall notify the Delaware Co. EMS Training Supervisor about any serious problems.

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004**

RESPONSIBILITIES OF THE COLUMBUS STATE EMERGENCY MEDICAL SERVICES STUDENT

The student will familiarize himself/herself with Delaware Co. EMS facilities, policies, procedures, and personnel.

The student will abide by all rules and regulations of Delaware Co. EMS, as they would relate to paramedic program clinical experience.

The student will practice confidentially in the work of the Facility, and will complete and sign a statement of confidentiality for the Facility.

The student will complete the pre-arranged plan for field clinical with guidance of the field preceptor, including additional experience that might benefit the student professionally.

The student will discuss problems concerning the field experience or Facility with their field preceptor before consulting the Columbus State field clinical coordinator or other members of the Delaware Co. EMS. Serious issues shall be relayed to the Delaware Co. EMS Training Supervisor immediately.

The student will arrange a meeting with the field clinical coordinator, Delaware Co. EMS Training Supervisor and field preceptor to discuss the situation should a problem arise.

The student will strive to project a positive image of Delaware Co. EMS and of Columbus State Community College.

The student must have reached 18 years of age prior to the start of field clinical experience.

ACCUMULATION AND USE OF TUITION CREDITS

The following are the conditions and procedure related to accumulation and use of tuition credits.

- One tuition credit hour for each 60 hours of student placement.
- The Facility may claim "payment" on up to twenty (20) banked credits during any one quarter.
- Credit must be used within two (2) years of being earned.
- "Credit" is for tuition only, for credit courses only, and cannot be used to pay any other fees, e.g., application, laboratory, matriculation, or continuing education courses.
- Tuition credit can only be used for courses taken personally by employees of the Delaware Co. EMS with prior approval from the Facility's designee.

The following procedures have been established to facilitate setting up the Facility's account and the "spending" of credits.

- Prior to spending of any credit, Columbus State Community College must have on file a statement naming the person and/or the title of the person who may authorize the spending of tuition credits. This is to be mailed to the EMS Technology Coordinator.
- Individuals desiring to use tuition credits should:
- Contact the Facility's person who authorizes use of credits and receive permission for credit hour use.
- Person authorizing credit hour use must contact the EMS Coordinator via phone, email or fax and give employee's name, social security number, number of hours authorized and the quarter in which hours are to be used. EMS Coordinator will electronically relay information to cashier's office; student account will be credited.
- Student is responsible for paying any lab fees by the quarter's fee payment deadline.
- The Facility will be notified periodically of its tuition credit balance.

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

RESOLUTION NO. 04-1349

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR EMS:

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004

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

Transfer of Appropriation

From	To	
10011303-5001 EMS/Compensation	10011303-5101 EMS/Hospital Insurance	34,500.00
10011303-5001 EMS/Compensation	10011303-5120 EMS/PERS	4,500.00
10011303-5001 EMS/Compensation	10011303-5131 EMS/Medicare	500.00
10011303-5001 EMS/Compensation	10011303-5260 EMS/Inventoried Tools & Equip	7,000.00
10011303-5001 EMS/Compensation	10011303-5450 EMS/Machinery & Equipment	25,000.00
Vote on Motion	Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye	

RESOLUTION NO. 04-1350

IN THE MATTER OF APPROVING A DATE FOR A PUBLIC HEARING TO DISCUSS THE DELAWARE COUNTY ALL-HAZARDS MITIGATION PLAN:

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

WHEREAS, Delaware County is required to adopt an All-Hazards Mitigation Plan to be eligible for future Federal and State funds to mitigate or recover from the effects of a disaster, and;

WHEREAS, it is required that the Board of Commissioners conduct a public hearing following a 30-day review period by the public of the plan, and;

WHEREAS, the plan will be available to the public for review during the period between November 3 to December 3, 2004, in the Emergency Operations Center located in the basement at 10 Court Street, Delaware, OH 43015;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners establish **20 December at 9:30 a.m.** to be held in the Commissioner's Hearing Room at 101 North Sandusky Street, Delaware, Ohio.

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

RESOLUTION NO. 04-1351

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE BROOKVIEW WATERSHED DITCH PETITION FILED BY FILED BY JAMES R. CLARK, BEAU BURTON AND OTHERS:

It was moved by Mr. Ward, seconded by Mr. Jordan to open the hearing at 7:35PM.

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

RESOLUTION NO. 04-1352

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE BROOKVIEW WATERSHED DITCH PETITION FILED BY FILED BY JAMES R. CLARK, BEAU BURTON AND OTHERS:

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing at 8:40PM.

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

RESOLUTION NO. 04-1353

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE BROOKVIEW WATERSHED DITCH PETITION FILED BY FILED BY JAMES R. CLARK, BEAU BURTON AND OTHERS:

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2004

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

Whereas, on July 9th, 2004, a Ditch Petition to purposed Brookview Watershed was filed with the Delaware County Commissioners, and

Whereas, the Board of Commissioners of Delaware County on November 1st, 2004, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Brookview Watershed, Ditch petition, and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed The Brookview Watershed Ditch. Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

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

RESOLUTION NO. 04 -1354

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Judge Kenneth Spicer attend a OCCO Annual Conference in Dublin, Ohio November 4 to 5, 2004, at the cost of \$195.00.

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