

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 1999**

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

James Ward , Deborah Martin, Donald Wuertz

RESOLUTION NO. 99-210

**8:30 AM- IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS FOR
GRACE NEWHOUSE UPON THE TERMINATION OF HER APPOINTMNET AS AUDITOR OF
DELAWARE COUNTY**

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

WHEREAS, Grace Newhouse was appointed as Delaware County Auditor following the resignation of Jon M. Peterson, and

WHEREAS, Grace Newhouse faithfully performed the duties of the Delaware County Auditor’s Office in a manner fitting the tradition of the Delaware County Auditor’s Office, and

WHEREAS, Grace Newhouse has demonstrated a life-long commitment to the community in Delaware County, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express their sincere appreciation to Grace Newhouse on behalf of all the citizens of Delaware County for accepting the appointment as County Auditor and continuing the dedication to service of that Office.

NOW THEREFORE BE IT RESOLVED: That the Board of Commissioners of Delaware Count, State of Ohio, hereby officially recognize the service performed by Grace Newhouse and extend their appreciation to her for serving the County as Delaware County Auditor.

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

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-211

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETINGS HELD MARCH 3 & 8, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, March 3 & 8, 1999.

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

PUBLIC COMMENT

RESOLUTION NO. 99-212

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 237053
THROUGH 237343:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 237053 through 237343as on file in the office of the Delaware County Commissioners

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-213

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the following travel expense requests.

Clerk of Courts is is requesting that Betty Porter attend the IACREOT Annual Conference at Scottsdale, Arizona on July 10, through July 15, 1999, in the amount of \$1145.00.

Emergency Services is requesting that 15 Emergency Services Personnel attend a Windows 95 Computer Training Class at Delaware JVS South on March 24, 1999, in the amount of \$450.00.

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Administrative Services is requesting that Tom Corpora attend a Safety Conference at Cleveland Convention Center on March 30 through April 1, 1999, in the amount of \$120.00

Commissioners are requesting that Mr. Ward attend the Northwest Engineers and Commissioners District Meeting at Marion on March 22, 1999, in the amount of \$15.00.

Vote on Motion: Mr. Ward Abstained Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION 99-214

IN THE MATTER OF APPROVING THE MONTHLY TREASURERS REPORT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the monthly treasurers report as submitted:

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION 99-215

IN THE MATTER OF TRANSFER OF FUNDS, APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following Transfer of Funds, Appropriations and Supplemental Appropriations:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
005-4020-040	Motor and Gas - Equipment	\$ 39,440.70
052-0076-047	CDBG CHIP FY96	\$ 270.95

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
001-0220-4701 General Fund – Human Services Transfers	111-4530-8701 Children's Services Transfer-in	\$ 322,303.00
001-0220-4701 General Fund – Human Services Transfers	003-4510-8701 Public Assistance Transfer-in	\$ 218,944.08
001-0910-4701 General Fund - Data Center Transfers	075-0920-8701 Data Center Transfer-in	\$ 150,000.00
001-0120-4701 General Fund - Commissioners	055-5510-8701 Bond Retirement Transfer-in	\$ 379,242.50
038-3530-4701 Region 1A – Transfers	055-5510-8701 Bond Retirement Transfer-in	\$ 438,490.62
038-3530-4701 Region 1A – Transfers	055-5510-8701 Bond Retirement Transfer-in	\$ 2,495,660.00
052-0076-4701 CDBG CHIP FY96	072-7201-8701 Economic Development	\$ 270.95

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-216

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR PIATT MEADOWS, PHASE 1:

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

PIATT MEADOWS, PHASE 1

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THIS AGREEMENT executed on this 15TH day of March 1999, between **DOMINION HOMES** as evidenced by the **PIATT MEADOWS PHASE 1** 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 **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-NINE THOUSAND SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. 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

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safety compliance.

CONSTRUCTION

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

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

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

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

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

AGREEMENT.

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

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-217

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

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following right-of-way work permit summary sheet:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2158	Ameritech	Carriage Road	Replace damaged cable
2163	General Telephone	Powell Road	Construct driveway entrance and 12" steel culvert

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 218

IN THE MATTER OF APPROVING SPECIAL HAUL PERMITS FOR OVERSIZE AND OVERWEIGHT LOADS:

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

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance of Special Haul Permit*;

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NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners.

PERMIT APPLICANT	PERMIT ID	#	FEE
W.W. GRADING	P0388	62,000	\$150.00
W.W. GRADING	P0389	70,000	\$150.00
DANIEL L. EYE	P0390	76,500	\$150.00
DEAN MILLER	P0391	62,500	\$150.00
COLT CONSTRUCTION	P0392	49,600	\$150.00

TOTAL POSTED ROAD EXPECTED DAMAGE FEE \$750.00

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

Mr. Ward asked Mr. Bauserman to check with ODOT about installing a left turn arrow for north bound traffic at Coover Road.

RESOLUTION NO. 99-219

IN THE MATTER OF APPROVING SANITARY SEWER PLAN FOR BIG BEAR FARMS, SECTION 8 AND WALKER WOOD, SECTION 4:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plans for Big Bear Farms, Section 8 and Walker Wood, Section 4 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION 99 – 220

IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR BAINBRIDGE MILLS, PHASE 2, PART 1; BAINBRIDGE MILLS, OPHASE 2, PART 2; MEADOWS AT CHESHIRE, SECTION 3, PART 1; AND NORTHPOINTE PLAZA, PHASE 2:

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

BAINBRIDGE MILLS, PHASE 2, PART 1

This agreement executed on this 15th day of March, 1999, by and between HOMEWOOD CORPORATION SUBDIVIDER as evidenced by the BAINBRIDGE MILLS, PHASE 2, PART 1 Subdivision Plat as 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 \$85,606.78 representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a surcharge of \$1,555.62 for each single family residential connection , for 19 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 (\$63,200.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for mall 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

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explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,030.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as 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 right of ways 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

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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.

BBAINBRIDGE MILLS PHASE 2, PART 2

This agreement executed on this 15th day of March, 1999, by and between HOMEWOOD CORPORATION SUBDIVIDER as evidenced by the BAINBRIDGE MILLS, PHASE 2, PART 2 subdivision Plat as 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 \$94,618.02 representing the payment of fifty percent (50%) of the capacity charges then in effect, PLUG A SURCHARGE OF \$1,555.62 for each single family residential connection, for 21 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 (\$90,400.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,340.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
CAMERA TRUCK \$150.00

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per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as 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 right of ways 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 Autocade 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.

MEASOWS AT CHESHIRE, SECTION 3, PART 1

This agreement executed on this 15th day of March, 1999, by and between DOMINION HOMES as evidenced by the MEADOWS AT CHESHIRE , SECTION 3, PART 1 Subdivision Plat as 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 \$61,950.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 21 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.

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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 (\$65,300.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,300.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00
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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as 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 right of ways 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 Autocade 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

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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.

NORTHPOINT PLAZA, PHASE 2

This agreement executed on this 15th day of March, 1999, by and between TULLER SQUARE, an Ohio general partnership and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, 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 (\$102,111.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$6,120.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

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INSPECTOR \$40.00
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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as 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 right of ways 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 Autocade 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 Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-221

IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN NOTHPOINT PLAZA, PHASE 1:

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

Northpointe Plaza, Phase 1 1,186 feet of 10 inch sewer 4 manholes

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

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RESOLUTION NO. 99- 222

IN THE MATTER OF BID OPENING FOR GEO-REFERENCED DIGITAL STRUCTURE PHOTOGRAPHY AND GPS AND GIS DATA COLLECTION FOR ADDRESS INVENTORY PROPOSAL:

The following bids were received and opened.

Mobile Video \$64,875.00
TransMap \$76,000.00

Bid information will be reviewed and a recommendation will follow

RESOLUTION NO. 99- 223

IN THE MATTER OF BID OPENING FOR ASPHALT MATERIALS

Bids from the following vendors were received and opened.

Koch Materials
B&J Asphalt
Marathon Ashland
Kokosing
Bituminous Products
Shelly Materials
Apple-Smith Corporation
Asphalt Materials
Shelly & Sands

Bid information will be reviewed and a recommendation will follow

RESOLUTION 99-224

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

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

Joe Scheler is recommended for a promotion to Chief Building Official; effective date of promotion would be 3/15/99

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-225

IN THE MATTER OF AMENDING THE TERM OF THE APPOINTMENT OF KAREN KANITZ AS THE DELAWARE BOARD OF COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint an individual to the Delaware County District Library Board to complete the remainder of a term due to the resignation of a member of the board. That term to be from **March 1, 1999**, to **December 31, 2000**, and

Therefore, be it resolved that the Board of Commissioners of Delaware County, State of Ohio, appoint Karen Kanitz to the Delaware County District Library Board.

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-226

IN THE MATTER OF APPROVING RESOLUTION FOR RETAINING CERTAIN LEGAL SERVICES OF PORTER, WRIGHT, MORRIS & ARTHUR IN CONNECTION WITH MATTERS RELATING TO LABOR RELATIONS FOR DELAWARE COUNTY:

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Mrs. Martin offered the following resolution and moved its adoption, which motion was seconded by Mr. Ward (with the stipulation that Mr. Whitney be consulted before any work is forwarded to this vendor).

BE IT RESOLVED by the Board of County Commissioners of the County of Delaware, State of Ohio, that:

Section 1 This Board of County Commissioners, in conjunction with the Prosecuting Attorney of this County, desires to retain the legal services of the law firm of Porter, Wright, Morris & Arthur (the AFirm®) for advice and assistance in matters relating to labor relations and employment. For reasonable fees as shall be approved by this Board, plus reimbursement for actual out-of pocket expenses (including but not limited to travel, long-distance telephone, and duplicating expenses) incurred in rendering the legal services as may from time to time be requested by this Board, the Firm will provide advice and representation; in court or administrative investigations or proceedings, such as representation and unfair labor practice matters before the State Employment Relations, Board, equal employment opportunity changes, and unemployment compensation claims; in labor arbitrations; in on-site consultation as necessary for preparation of employee handbooks and management training; and advice requiring significant office research time or consultation with other Firm attorneys. These other services would be available upon request by the Board.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, Porter, Wright, Morris & Arthur shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by this Board or the Firm by written notice to the other.

Section 3. This Board of County Commissioners shall join with the Prosecuting Attorney of this County in application pursuant to Section 305.14, Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the Firm for the purposes stated in Section 1 hereof and for authority to pay the Firm for those legal services as provided for in Section 1 hereof from fund appropriated, or that may be appropriated, by this Board from time to time for such purpose. The County Auditor is hereby authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for the payment of the same as they shall become payable.

Section 4 It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meetings of this Board , and that all deliberations of this Board and of any of it committees that resulted in such formal action, were in meetings, open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

The foregoing motion having been put to vote, the results of the roll call was as follows:

Vote on Motion: Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION 99-227

IN THE MATTER OF PROVIDING FOR RETAINING CERTAIN LEGAL SERVICES OF SCOTT, SCRIVEN AND WAHOFF IN CONNECTION WITH MATTERS RELATING TO LABOR RELATIONS:

Mr. Ward (with the stipulation that Mr. Whitney be consulted before any work is forwarded to this vendor) offered the following resolution and moved its adoption, which motion was seconded by Mrs. Martin

Be It Resolved, by the Board of County Commissioners of the County of Delaware, State of Ohio, that:

Section 1. This Board of County Commissioners in conjunction with the Prosecuting Attorney of this County, desires to retain the legal services of the law firm of Scott, Scriven & Wahoff (the "Firm") for advice and assistance in matters relating to labor relations and employment. For reasonable fees as shall be approved by this Board, plus reimbursement for actual out of pocket expenses (including but not limited to travel, long-distance telephone, and duplicating expenses) incurred in rendering the legal services as may from time to time be requested by this Board, the Firm will provide advice and representation: in court or administrative investigations or proceedings, such as representation and unfair labor practice matters before the State Employment Relations Board, equal employment opportunity charges, workers' compensation, and unemployment compensation claims; in labor arbitration; in preparing for and participating in collective bargaining; in on-site consultation as necessary for preparation of employees handbooks and management training; and advice requiring office research time or consultation with other Firm attorneys.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, Scott, Scriven and Wahoff shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by this Board or this Fir by written notice to the other.

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Section 3. This Board of County Commissioners shall join with the Prosecuting Attorney of this County in application pursuant to Section 305.14 Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the Firm for the purpose stated in Section 1 hereof and for authority to pay the Firm for those legal services as provided for in Section 1 hereof from funds appropriated, or that may be appropriated, by this Board from time to time for such purpose. The County Auditor is hereby authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and the issue an appropriate order for the payment of same as they shall become payable.

Section 4. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such format action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

The foregoing motion having been put to vote, the result of the roll call was as follows:

Vote on the Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION 99-228

IN THE MATTER OF ADOPTING RESOLUTION PROVIDING FOR RETAINING LEGAL SERVICES OF SQUIRE, SANDERS & DEMPSEY L.L.P. IN CONNECTION WITH LEGAL MATTERS RELATING TO ECONOMIC DEVELOPMENT AND CAPITAL FACILITIES OR OPERATIONS FOR THE BENEFIT OF THE COUNTY OR OTHERS:

Mrs. Martin offered the following resolution and moved its adoption, which motion was seconded by Mr. Ward (with the stipulation that Mr. Whitney be consulted before any work is forwarded to this vendor).

Section 1. That the Board of Commissioners of Delaware County desires, in conjunction with the Prosecuting Attorney of the County, to retain the legal services of the law firm of Squire, Sanders & Dempsey L.L.P., such legal services to be in the nature of legal advice, recommendations, preparation of recommended documents and proceedings, and legal opinions in connection with legal matters relating to economic development and capital facilities or operations for the benefit of the County or others as the same may from time to time be requested by this Board.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, the law firm shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by the Board or the law firm by written notice to the other.

Section 3. That the Board of County Commissioners of Delaware County shall join with the Prosecuting Attorney of said County in application pursuant to Section 305.14, Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the law firm for the purposes stated in Section 1 and for authority to pay the law firm for those legal services reasonable fees as approved by the Board, and to reimburse it for actual out-of-pocket expenses (including, but not limited to, travel, delivery, long-distance telephone, facsimile transmission, and duplicating expenses) incurred in rendering those legal services, from funds appropriated, or that may be appropriated, by the Board from time to time for such purpose.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its passage.

Vote on Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION 99-229

IN THE MATTER OF AMENDING RESOLUTION 99-11 GRANTING SIGNATURE AUTHORITY FOR PURCHASE ORDER AND VOUCHER REQUESTS AND/OR APPROVAL FOR FY 1999:

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

Whereas, Scott Pike has accepted the responsibility for the Facilities Division, it is necessary that he be granted signature authority to request expenditures for accounts 010-0130-Building & Grounds and 010-0140 –Service Center,

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Now Therefore be it Resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant signature authority to request expenditures for accounts 010-0130 and 010-0140 to Scott Pike, Director of Environmental Services.

Vote of Motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

Discussed the possibility of Mr. Cannon reviewing all expenditures before request is forwarded to the Auditor's Office.

4:00 PM - Discussion with Judge Krueger Regarding Fifth District Court of Appeals

There being no further business, the meeting adjourned.