

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

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

Present: James Ward, Deborah Martin, Donald Wuertz

RESOLUTION NO. 99-785

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETING HELD SEPTEMBER 13, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held September 13, 1999 and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

RESOLUTION NO. 99-786

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 251902
THROUGH 252504:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 251902 through 252504 on file in the office of the Delaware County Commissioners.

Vote in Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-787

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Human Services is requesting that Lee Hayes attend the Supervisory Core Training at Columbus on October 13,14,15, November 15, 16, 17, December 15, 16, 17, 1999, and January 17, 18, 19, 2000, in the amount of \$396.00.

Human Services is requesting that Perry Harper attend the OCIS Training at Columbus on October 22, 1999, in the amount of \$24.00.

Human Services is requesting that Kathy Mason attend the PCSAO Conference at Worthington on September 16, 1999, in the amount of \$165.00.

Human Services is requesting that Donna Bukovec attend the PCSAO Conference at Worthington on September 16 through September 17, 1999, in the amount of \$ 205.00.

Human Services is requesting that Diana Bratton and Connie Ward attend the PAC Windows Training at Hilliard on September 23, 1999, in the amount of \$18.00.

Juvenile Court is requesting that Janette Roark attend the How to Become a Great Communicator Seminar at Columbus on October 6, 1999, in the amount of \$169.50.

Human Services is requesting that Rosemary Halterman attend the workshop Balancing Work, Family, Life and Self at Columbus on September 17, 1999, in the amount of \$ 27.50.

Human Services is requesting that Kathy Mason and Wendi Stephens attend the FACSIS / AFCARS Training at Columbus on September 14, 1999, in the amount of \$51.00.

Human Services is requesting that Mona Reilly and Angela Thomas attend the Executive Leadership Training at Athens on October 4 through October 7, 1999, in the amount of \$473.00. (REVISED)

Clerk of Courts is requesting that Betty Porter, Sandra Cramer and two Deputy Clerks attend the Manatron Users Meeting at Newark on October 4, 1999, in the amount of \$30.00.

Human Services is requesting that Donna Bukovec and Judy McCormick attend the How to Handle People with Tact and Skill Seminar at Columbus on October 26, 1999, in the amount of \$296.00.

Human Services is requesting that Carrie Block, Judy McCormick and any Foster or Adoptive Parent attend the

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

Attachment / Bonding Foster Care Conference at Wheeling, West Virginia on November 18 through November 19, 1999, in the amount of \$463.10.

Administrative Services is requesting that Rachel Stull and Myra Williamson attend the Series of Employment Law Seminars at Delaware on October 13, 20,27 and November 3, 1999, in the amount of \$55.00.

Juvenile Court is requesting that Steve Hanson attend the Ohio Association for Court Administration at Columbus on September 30, 1999, in the amount of \$92.50.

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

RESOLUTION NO. 99-788

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the Treasurer’s Report.

Vote in Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-789

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

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

NEW FUND

118-26-1180 Family Drug Court Fund
 Special Revenue Fund

SUPPLEMENTAL APPROPRIATIONS

| FUND NUMBER: | FUND NAME: | AMOUNT: |
|--------------|----------------------------------|--------------|
| 001-0120-030 | Commissioners - Grants | \$ 25,000.00 |
| 001-2610-040 | Juvenile Court - Equipment | \$ 23,000.00 |
| 118-1180-010 | Family Drug Court - Salaries | \$ 7,991.00 |
| 118-1180-011 | Family Drug Court - Benefits | \$ 1,340.00 |
| 118-1180-012 | Family Drug Court - PERS | \$ 1,083.00 |
| 118-1180-013 | Family Drug Court - Medicare | \$ 116.00 |
| 118-1180-015 | Family Drug Court - Mat & Sup | \$ 750.00 |
| 118-1180-020 | Family Drug Court - Srvs & Chrgs | \$ 15,633.00 |
| 118-1180-040 | Family Drug Court - Equipment | \$ 10,500.00 |

TRANSFER OF APPROPRIATION

| FROM: | TO: | AMOUNT: |
|---|---|--------------|
| 001-3310-010 Sheriff – Salaries | 001-3310-015 Sheriff – Mat & Sup | \$ 30,000.00 |
| 001-0120-035 Commissioners-Contingency | 001-2610-020 Juvenile Court - Srvs & Chrgs | \$ 6,153.50 |
| 020-2040-030 MRDD Contingency | 020-2040-020 MRDD Srvs & Chrgs | \$ 70,000.00 |

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

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

RESOLUTION NO. 99-790

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR A DRUG ABUSE RESISTANCE EDUCATION (DARE) GRANT THROUGH THE LAW ENFORCEMENT GRANTS PROGRAM:

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize the Submittal of a Grant Application for a Drug Abuse Resistance Education (DARE) Grant through the Law Enforcement Grants Program.

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

RESOLUTION NO. 99-791

IN THE MATTER OF APPROVING SUBDIVISION PLAT AND DITCH MAINTENANCE PETITION FOR MEDALLION ESTATES, SECTION 9; DITCH PETITIONS FOR WALKER WOOD, SECTION 2, PHASE 2; WALKER WOOD, SECTION 4; WALKER WOOD, SECTION 7, PHASE 1 AND BIG BEAR FARMS, SECTION 9:

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

Medallion Estates, Section 9

Situated in the State of Ohio, County of Delaware, Township of Genoa and in Farm Lots 1 and 2, Quarter Township 4, Township 3, Range 17, United States Military Lands, containing 22.057 acres of land, more or less, (9.901 acres of said 22.057 acres being in Farm Lot 1 and 12.156 acres of said 22.057 acres being in Farm Lot 2) said 22.057 acres being part of that tract of land conveyed to **MEDALLION PROPERTIES, LLC**, by deed of record in Deed Book 651, Page 506, Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$ 90.00.

Ditch Maintenance Petition – Medallion Estates, Section 9

We the undersigned owners of 22.06 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **MEDALLION ESTATES, SECTION 9** as evidenced by the subdivision plant (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 **MEDALLION ESTATES, SECTION 9** Subdivision.

The cost of the drainage improvements is \$138,932.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty (30) 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, \$4,631.07 per lot. An annual maintenance fee equal to 2% of this basis \$92.62 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 \$2,778.64 has been paid to Delaware County.

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

Ditch Maintenance Petition – WALKER WOOD, SECTION 2, PHASE 2

We the undersigned owners of 15.244 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **WALKER WOOD, SECTION 2, PHASE 2** as evidenced by the subdivision plant (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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

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 **WALKER WOOD, SECTION 2, PHASE 2** Subdivision.

The cost of the drainage improvements is \$ 22,440.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Twenty-five 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, \$897.60 per lot. An annual maintenance fee equal to 2% of this basis \$17.95 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 \$448.80 has been paid to Delaware County.

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

Ditch Maintenance Petition – Walker Wood, Section 4

We the undersigned owners of 11.681 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **WALKER WOOD, SECTION 4** as evidenced by the subdivision plant (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 **WALKER WOOD, SECTION 4** Subdivision.

The cost of the drainage improvements is \$ 102,402.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Nineteen lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$5,389.58 per lot. An annual maintenance fee equal to 2% of this basis \$107.79 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 \$2,048.04 has been paid to Delaware County.

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

Ditch Maintenance Petition – Walker Wood, Section 7, Phase 1

We the undersigned owners of 16.656 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **WALKER WOOD, SECTION 7, PHASE 1** as evidenced by the subdivision plant (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 **WALKER WOOD, SECTION 7, PHASE 1** Subdivision.

The cost of the drainage improvements is \$ 73,631.00 and a detailed cost estimate is available at the County

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty- three 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, \$2,231.24 per lot. An annual maintenance fee equal to 2% of this basis \$44.62 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,472.62 has been paid to Delaware County.

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

Ditch Maintenance Petition – Big Bear Farms, Section 9

We the undersigned owners of 34.427 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **BIG BEAR FARMS, SECTION 9** as evidenced by the 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 **BIG BEAR FARMS, SECTION 9** Subdivision.

The cost of the drainage improvements is \$ 159,295.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Seventy (70) 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, \$2,275.64 per lot. An annual maintenance fee equal to 2% of this basis \$45.51 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 \$3,185.70 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. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 99-792

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:

| <i>Permit #</i> | <i>Applicant</i> | <i>Location</i> | <i>Type of Work</i> |
|-----------------|------------------|-------------------|---------------------|
| 2262 | Columbia Gas | s. Old 3C Highway | Install gas main |
| 2263 | M&B Ohio, Inc. | Home Road | Install gas main |
| 2264 | M&B Ohio, Inc. | Concord Road | Install gas main |
| 2265 | M&B Ohio, Inc. | Merchant Road | Install gas main |

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

RESOLUTION NO. 99-793

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Craig T. Hill has accepted the offer of employment as Social Services Worker III for Human Services; effective date of employment is October 4, 1999.

John H. Reeves has accepted the offer of employment as Social Services Worker III for Human Services; effective date of employment is September 27, 1999.

Connie S. Ward has accepted the offer of employment as Social Services Worker I for Human Services; effective date of employment is September 20, 1999.

Susan Foust has resigned her position as Package Plant Operator for OECC; effective date of termination is

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

September 9, 1999.

Angela Shrock has been promoted to Crew Chief position of the EMS Department; effective date of promotion is September 20, 1999.

Mark Edison has been promoted to Crew Chief position of the EMS Department; effective date of promotion is September 20, 1999.

Vote in Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-794

**IN THE MATTER OF EXECUTING AN AGREEMENT WITH WILLIS CORROON
ADMINSTRATIVE SERVICES CORPORATION (WCASC) WHICH WAS PREVIOUSLY
AUTHORIZED FOR LIABILITY AND PROPERTY INSURANCE CLAIMS ADJUSTMENT
SERVICES:**

It was moved by Mrs. Martin, seconded by Mr. Ward to execute an agreement with Willis Corroon Administrative Services Corporation.

Whereas, the Board of Commissioners of Delaware County, State of Ohio, previously authorized the agreement with Willis Corroon Administrative Services Corporation (WCASC) by awarding property/liability insurance coverage to PENCO All Lines Aggregate Program on May 3, 1999

Therefore, be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute Addendum Two renewing the contract with Willis Corroon Administrative Services for property/liability insurance adjustment services for May 1, 1999 through April 30, 2000.

ADDENDUM TWO

Attaching to and becoming a part of the Claims Service Contract with an effective date of May 1, 1997 between **WILLIS CORROON ADMINISTRATIVE SERVICES CORPORATION ("WCASC")** and DELAWARE COUNTY, OHIO ("Client"), it is hereby understood and agreed that this Addendum serves to renew said contract from May 1, 1999 through April 30, 2000. "Client" agrees to pay "WCASC" an annual fee of Twenty-Six Thousand Seven Hundred Dollars (\$26,700) for claims services provided within the year stated in this Addendum as follows:

1. This annual fee shall be paid at the inception of this Addendum.
2. "Client" agrees to pay "WCASC" additional fees at a rate of Sixty-Five Dollars (\$65) per hour plus any additional expenses for the attendance at hearings and/or trials and catastrophic losses. A catastrophic loss is defined as any single incident involving eight (8) or more claimants in one single occurrence.
3. "Client" agrees to pay "WCASC" additional fees at a rate of Sixty-Five Dollars (\$65) per hour plus any additional expenses for property losses with payments/reserves in excess of Twenty Five Thousand Dollars (\$25,000).
4. "Client" agrees to pay "WCASC" for additional expenses, including the printing of computer compatible vouchers, carrier cost, on-line access, magnetic tapes, data transfer, other programming, or other printing specifically requested by "Client" at "WCASC's" cost.

All other terms, conditions, and agreements contained in said Contract with an effective date of May 1, 1997 remain in full force and effect, except as follows:

- 1 "WCASC" Agrees Section, Paragraph 4, Page 2 is replaced by the attached Schedule of Reports.
- 2 "WCASC" and "CLIENT" Mutually Agrees Section, Paragraph 1, (b), (ii), Page 3 is replaced by the following claims handling terms:
 - (b) "Client" shall have the option upon termination or expiration of this Contract:
 - (i) To self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of this Contract, such handling not to result in any expense or reduction in Contract revenue to "WCASC"; or
 - (ii) Should this Contract renew simultaneously, to have "WCASC" handle and adjust to a conclusion said claims and/or losses which have been reported during the term of this Contract and which are open on the date of expiration of this Contract. In the event that this Contract terminates or expires for any reason without a simultaneous

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

renewal, to have "WCASC" handle and adjust to a conclusion all claims which have been reported to "WCASC" and are open or pending on the expiration date of this Contract for an additional fee of Two Hundred Dollars (\$200) per open claim per year. Sufficient funds of "Client", including allocated claim and/or loss expense, shall remain available to "WCASC" to liquidate such claims and/or losses.

IN WITNESS WHEREOF, "WCASC" and "Client" have caused this Addendum to be executed by the person authorized to act in their respective names.

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

RESOLUTION NO. 99-795

IN THE MATTER OF EXECUTING AN AGREEMENT WITH PREFERRED BENEFITS SERVICES, INC. WHICH WAS PREVIOUSLY AUTHORIZED FOR HEALTH BENEFITS CONSULTING SERVICES:

It was moved by Mr. Ward, seconded by Mrs. Martin to execute an agreement with Preferred Benefits Services, Inc.

Whereas, the Board of Commissioners of Delaware County, State of Ohio, previously authorized the agreement with Preferred Benefits Services, Inc. (PBS, Inc.) by awarding the consulting project to PBS, Inc. on August 2, 1999

Therefore, be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute the agreement with Preferred Benefits Services, Inc. for health benefits consulting services.

This will confirm the agreement this ____ day of August, 1999, by and between Preferred Benefits Services, Inc. ("P.B.S."), 1201 U.S. Route 23 North, Delaware, Ohio 43015, and the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, for consulting services on the terms and conditions described below. The parties agree to the following:

1. Delaware County Commissioners hereby engages P.B.S. as its consultant to locate a person or entity to provide and/or administer the following benefits provided by Delaware County Commissioners (and its affiliates) to its (their) associates; life insurance, long and short-term disability insurance, health insurance (including without limitation, hospitalization, sickness, accidents, dental care, and vision) (collectively, the "Benefits"). P.B.S. will seek alternatives to providing Benefits, including insurance provided by insurance companies and coverage that is partially self-funded by Delaware County Commissioners.
2. Delaware County Commissioners acknowledges that P.B.S. is making no representation or warranty that it will be able to locate associate benefit coverage alternatives or any insurance company, third party administrator or other associate benefit provider that is satisfactory to Delaware County Commissioners. Delaware County Commissioners also acknowledge and agree that P.B.S. will have no responsibility for the provision or administration of any benefits to or for Delaware County Commissioners.
3. Delaware County Commissioners shall pay to P.B.S. a fee of \$39,025 per year which shall be payable in monthly installments of \$3,252.08 each, 1/12 of consulting fee, on the 1st day of each month during the term of this Agreement. ***
4. The Agreement shall commence as of the date hereof and continue for one year. This agreement will automatically renew for two, 1 year terms unless either party notifies the other in writing at least 60 days prior to the renewal date of its intention to cancel this agreement.
5. P.B.S. is, and for all purposes shall be deemed to be, an independent contractor. Neither Delaware County Commissioners nor P.B.S. shall have authority to legally bind the other.
6. This Agreement may not be amended, waived or modified except by a written instrument signed by both of the parties hereto. Either party without the prior written consent of the other party may not assign this Agreement. This Agreement shall be binding upon the parties hereto and upon their respective successors and permitted assigns.
7. P.B.S. agrees to provide workers' compensation insurance for its own employees and agents and agrees to hold harmless and indemnify the Delaware County Commissioners for any and all claims arising out of any injury, occupational disease, disability or death of any of P.B.S.'s employees or agents.
8. P.B.S. agrees to maintain a policy or policies of comprehensive general liability insurance with minimum liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999

(bodily injury, including death, and property damage) at all times during the terms of this Agreement, including any extension or renewal of it. P.B.S. shall provide a certificate of insurance for such coverage(s) to the Delaware County Commissioners. The said insurance policies shall include a provision for not less than 30 days written notice to the Delaware County Commissioners in the event of cancellation, non-renewal, expiration or termination for any other reason. In addition to any other remedy the Delaware County Commissioners may have, if P.B.S. fails to obtain any insurance required to be carried under this Agreement or should any such insurance be canceled by the insurance company for any reason whatsoever, the Delaware County Commissioners, may, but need not, purchase such insurance, if obtainable, and charge the cost of such insurance to P.B.S., which cost shall be immediately due and payable.

- 9. P.B.S. further agrees to hold the Delaware County Commissioners free and harmless from any and all claims for damages of whatsoever nature arising out of or related to the acts or omissions of P.B.S., its employees or agents, under this Agreement.

***Note: If commissions cannot be removed from the current Medical Mutual contract, which ends 12/31/99, then Preferred Benefits Services will accept commissions as payment for August through December 1999, for the payment due for those months of service. In this case, beginning January 1, 2000, Delaware County would then pay P.B.S. directly. On January 1, 2000 P.B.S. would submit a statement of commissions received for 8/01/99 through 12/31/99, then subtract those commissions from consulting costs for the one year, then divide total by 1/7th and this would be due 1/01/00 through 7/31/00.

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

RESOLUTION NO. 99-796

IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR COVINGTON MEADOWS, SECTION 1 AND HIGHLAND LAKES EAST, SECTION 14, PHASES 1 & 2:

It was moved Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plans for Covington Meadows, Section 1 and Highland Lakes East, Section 14, Phases 1 & 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 99-797

IN THE MATTER OF APPROVING SANITARY SEWER AGREEMENT WITH THE HIGHLAND LAKES EAST, SECTION 14, PHASES 1 & 2:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following Subdivider's Agreement.

Highland Lakes East, Section 14, Phases 1

This agreement executed on this 21st day of September, 1999, by and between DOMINION HOMES SUBDIVIDERS, as evidenced by the HIGHLAND LAKES EAST, SECTION 14, PHASES 1 Subdivision Plat filed with the Delaware 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 \$126,850.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 43 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 (\$37,812.00) 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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

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 \$2,270.00 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 \$0.50 per foot of sewer which will be deducted to cover the one year re-inspection.

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, Aas 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

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

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.

Highland Lakes East, Section 14, Phases 2

This agreement executed on this 21st day of September, 1999, by and between DOMINION HOMES SUBDIVIDERS, as evidenced by the HIGHLAND LAKES EAST, SECTION 14, PHASES 2 Subdivision Plat filed with the Delaware 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 \$67,850.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 23 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 (\$84,792.00) 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 \$5,100.00 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 \$0.50 per foot of sewer which will be deducted

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

to cover the one year re-inspection.

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 in Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-798

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO COUNTY AUDITOR:

It was moved by Mrs. Martin, seconded by Mr. Ward to certify to the County Auditor the following delinquent accounts for placement on the tax duplicate. Itemized listing available for review at the Commissioners Office:

| | |
|----------------|------------------|
| Regional 1-A | \$86,256.57 |
| Galena | 7,432.81 |
| Scioto Hills | 4,459.19 |
| Shawnee Square | <u>24,496.60</u> |
| | \$122,645.17 |

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

RESOLUTION NO. 99-799

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999

IN THE MATTER OF APPROVING A CONTRACT WITH ACCENT COMMUNICATIONS FOR THE COUNTY TELEPHONE SYSTEM:

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

TELEPHONE SYSTEM PURCHASE AGREEMENT

This Purchase Agreement is made this day of September, 1999, by and between, The County of Delaware, headquartered at County Courthouse, Delaware, Ohio 43015, (hereinafter referred to as "BUYER") and Accent Communication Services Inc. located at 611 Sunbury Road, Delaware Ohio 43015, (hereinafter referred to as "SELLER").

IN CONSIDERATION OF the mutual agreements herein contained, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER the telephone communications equipment set forth on Schedule A, which schedule is attached hereto and made a part hereof (the "Equipment"). In performance of this Agreement, SELLER agrees to provide all labor, equipment, accessories, parts and material, whether or not itemized within the terms of this Agreement. In the interest of brevity, the entire telephone communications system, including, without limitation, Schedule A, and installation labor, may, as appropriate, be referred to as the "Telephone System" in this agreement.

ARTICLE I: PURCHASE PRICE AND PAYMENT TERMS

- A. The purchase price of the Telephone System is:
This includes a discount from Accent Communication Services, Inc. of Thirty Thousand Dollars (\$30,000.00) as noted on Schedule A. \$ 474,863.38

- B. BUYER agrees to pay for the Telephone System in the following manner:
Delaware County Purchase order \$ 474,863.38

Tax Exempt Certificate Required

- C. The purchase price of the Telephone System shall be subject to adjustment only in the event it becomes desirable or necessary at any time subsequent to the date of this Agreement and prior to completion of performance hereunder to make any change in the terms of this Agreement or to any of the schedules attached hereto and made a part hereof provided; however, any such change maybe agreed upon only in writing, signed by an authorized representative of SELLER and BUYER and in such event the price, work schedules and other terms and conditions as appropriate may be changed by the parties in a written amendment hereto. It is agreed; however, that BUYER, at its option, shall have the right to decrease the number of units of each item of equipment listed on Schedule A which it desires to have installed by notifying SELLER in writing on or before the Cut-Over Date. After receiving such notice, SELLER shall buy back from BUYER or credit BUYER'S account for such units at a unit price not less than the price originally paid by BUYER.

- D. The purchase price includes all taxes of every kind, including, but not limited to, sales, use, excise, property, payroll or any other taxes which may arise by reason of the performance of this Agreement and be assessed by the United States Government, any state government or any other governmental entity.

ARTICLE II: DELIVERY AND INSTALLATION

SELLER shall deliver and install the Telephone System at the premises of BUYER located at, Delaware County Court House, Facilities Building, Sheriff's Office, Human Services Building, Engineers' Complex and the Juvenile/Probate Court all in Delaware County, Ohio.

SELLER shall complete the installation of the Telephone System by no later than the ninety (90) days after BUYER and SELLER agree all items contained in Article III of this Agreement are completed, which is the Cut-Over Date. The term "Cut-Over Date" shall mean the date on which BUYER is notified in writing by SELLER that the Telephone system is installed and is functioning. Minor omissions or variances in performance of the Telephone System which, in the opinion of BUYER, do not materially affect the operation of the system as a whole, shall not affect or postpone the Cut-Over Date, provided; however, BUYER may withhold ten percent (10%) of the purchase price until such time as the minor omissions or variances in performance of the Telephone System are corrected to the satisfaction of BUYER.

At least three (3) days prior to Cut-Over Date, SELLER agrees to provide BUYER or its authorized representative an opportunity to verify that all directly or indirectly related equipment and component parts are in fact substantially providing the service for which the Telephone System is designed and represented by SELLER to perform. If the Telephone System is found by BUYER or BUYER'S authorized representative not to be providing such service, the Cut-Over Date shall be delayed until such time as SELLER corrects the problems to BUYER'S satisfaction. Installation of all material and equipment shall meet Telecom industry standards in all respects with specific attention given to methods employed for wiring, cabling, termination, cable

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

dressings, cable and wire labeling, documentation, equipment room layout, general appearance, equipment operation and performance. SELLER shall completely remove from the premises all packing, crates, and other litter due to installation of material and equipment. SELLER shall also be responsible for the cost of repairing any damage to existing structures, facilities, etc. including, but not limited to, floors, walls, ceilings, conduits, piping, wiring, etc., which is caused by SELLER, its employees, agents or subcontractors during the installation of the Telephone System.

ARTICLE III: UNCONTROLLABLE CIRCUMSTANCES—DELAY

The Cut-Over Date shall be subject to delay(s) caused by an Act of God, war, riot, fire, strike, explosion, sabotage, government laws, regulations or rules enacted subsequent to the date of this Assignment, acts or inaction of BUYER, or other cause beyond the reasonable control of SELLER. In the event of any such uncontrollable delay(s), the Cut-Over Date shall be accordingly extended for period(s) of time to cover such period(s) of delay. Upon the occurrence of any such delay(s), SELLER shall notify BUYER, in writing, of the nature and extent of any such condition resulting in the delay(s). It is further agreed by the parties that SELLER shall not be liable for damages --special, consequential or otherwise --unless such damages otherwise result from acts or omissions reasonably under the control of SELLER. SELLER shall be liable for damages of one hundred dollars (\$100.00) per day beyond the Cut-Over Date.

In order for SELLER to meet the Cut-Over Date, the following items must be complete ninety (90) days prior to Cut-Over:

1. System Database for BUYER offices will need to be provided to SELLER.
2. Revised Network services must be available through Telephone Line Service Provider (e.g., GTE).
3. Enhanced 911 services available through Telephone Line Service Provider.
4. Absence of construction projects on BUYER premises that will impede the installation of the Telephone System.
5. Fiber Facilities available at all BUYER offices.

SELLER will not be liable for delay in Cut-Over Date if the above conditions are not met.

ARTICLE IV: RISK OF LOSS

SELLER shall bear all risk of loss (1) while the Equipment is in transit to BUYER'S premises and (2) while the Equipment is at BUYER'S premises until the Cut-Over Date, except for loss or damage caused by BUYER'S negligence. After the Cut-Over Date, all risk of loss shall be borne by BUYER, except to the extent that SELLER shall bear all risk of loss if any loss or damage directly or indirectly results from the negligence, acts or omissions of SELLER, its employees, agents or subcontractors.

ARTICLE V: CONDITIONS FOR INSTALLATION—ACCESS

BUYER shall, at its expense, on the date of delivery of the Equipment to BUYER'S premises, and at all times thereafter during the period of installation services here under:

1. Allow employees or agents of SELLER reasonable access to the premises and facilities where the Equipment is to be installed at all hours consistent with the requirements of the installation;
2. Provide electric current for any necessary purpose with suitable outlets at locations where required;
3. Provide installed metallic ground or grounds as required;
4. Provide necessary openings and ducts for cable and conductors in floors and walls, and, if available, floor plans and/or prints showing the location of such.

SELLER shall, at its expense, on the date of delivery of the Equipment to BUYER'S premises, and at all times thereafter during the period of installation services hereunder:

1. Deliver and install the Equipment in good working order at the premises;
2. Cooperate with BUYER'S employees and agents and with other contractors if the premises are undergoing substantial repairs or construction; and
3. At Cut-Over time, the SELLER will advise BUYER, in writing, of the suitability of the temperature, humidity, controlled air conditioning, and any other environmental condition in order to fully comply with all environmental requirements applicable to the Equipment.

ARTICLE VI: INSURANCE—SELLER

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

SELLER, at its expense and prior to commencement of work pursuant to this Agreement, shall secure and maintain the following insurance coverage and shall keep the same in full force and effect throughout the entire term of this agreement:

1. Workers' compensation coverage that is in full compliance with the law of the state in which this Agreement is to be performed. Such coverage shall include each state's endorsement if applicable;
2. Comprehensive General Public Liability coverage with minimum limits of: Bodily Injury \$ 500,000 per person, \$ 1,000,000 per accident; \$ 1,000,000 per occurrence of property damage. Blanket contractual and completed operations coverage shall be included with same minimums;
3. Comprehensive Auto Liability coverage with the same minimum limits as for Comprehensive General Public Liability; and
4. Comprehensive coverage for the Telephone System.

ARTICLE VII: INDEPENDENT CONTRACTOR

It is expressly understood by the parties that SELLER is an independent contractor and, as such, neither it nor its employees, agents or subcontractors shall under any circumstances be considered as the employee or agent of BUYER, and SELLER shall accordingly have no right or authority to, in any manner, obligate BUYER to any person, company or governmental entity. The independent contractor shall have no authority to make any statements, representations, or comments of any kind, or to take any action which shall be binding upon BUYER, except as provided for herein or authorized in writing by BUYER.

ARTICLE VIII: MUTUAL RESPONSIBILITY OF CONTRACTORS

If any subcontractor sues BUYER on account of any damages alleged to have been caused by SELLER, BUYER shall notify SELLER whom shall defend such proceedings at SELLER'S expense, and if any judgment against BUYER arises therefrom, the SELLER shall pay or satisfy it and pay all related costs incurred by BUYER.

ARTICLE IX: MATERIALS REQUIRED

Only factory approved and FCC-registered equipment shall be used by SELLER in the performance of this Agreement. All materials and equipment must be in conformity with Schedule A and will be subject to inspection and approval after delivery, and shall comply in quality or type of material and method of manufacture with all applicable local, state or federal laws pertaining thereto. The right is reserved by BUYER to reject and require return at the risk and expense of SELLER such portion of any shipment which may be defective or fail to comply with these requirements, and without validating or invalidating the remainder of the order.

ARTICLE X: WARRANTY

SELLER expressly warrants the Telephone System, including, without limitation, all Equipment, against defects in installation, design, material and workmanship and further warrants that said Telephone System is merchantable and accordingly, is reasonably fit for the specific purpose for which it was represented by SELLER and sold to BUYER and conforms to the Specifications, for a period of six (6) years beginning at the Cut-Over Date. These warranties are predicated upon the common switching equipment remaining at the initially installed location unless BUYER shall move the common switching equipment with the prior consent of SELLER to a location other than that at which said equipment was initially installed.

SELLER shall provide full warranty service, whether by repair or replacement, at no expense to BUYER, including all labor, parts, equipment and materials necessary to service the Telephone System during the warranty period. Warranty includes equipment damaged by misuse, abuse or other external influences, including water, power fluctuation or lightning damage.

SELLER shall not be liable for damages, incidental, consequential, commercial, or otherwise loss, nor for personal injury or property damage, except as such is caused by breach of this Agreement (including, without limitation, all warranties expressed herein) by SELLER or the acts, omissions or negligence of SELLER, its employees, agents or subcontractors.

Following the warranty period Maintenance will be provided under a Time and Materials Basis. The guaranteed Labor rate is \$65.00 per hour. This rate is guaranteed for a six (6) year period following Cut-Over.

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

Emergency and Non-Emergency Service: The maximum response time for an emergency service call shall not exceed sixty (60) minutes from the time BUYER notifies SELLER of an emergency condition. Emergency is defined as being any time when an entire County Office and/or Department (for example the Sheriff's Office or the Building Regulations Department) cannot receive or make telephone calls, or calls cannot be received or made at the main answering point (e.g. Attendant) within a County Office and/or Department.

The maximum response time for a non-emergency service call shall not exceed forty-eight (48) hours from the time BUYER notifies SELLER of a non-emergency condition. Non-emergency is defined as a problem, which is incurred in using the Telephone System or any portion or component part thereof, which problem is not defined by BUYER as an emergency. The SELLER will respond to BUYER requests by initiating repairs either on-site or remotely. In the event SELLER does not commence timely response service as provided, a penalty schedule will apply as follows:

1. Sixty-five dollars (\$65.00) for 61-120 minutes.
2. One hundred and thirty dollars (\$130.00) for 121 minutes or greater.

This schedule shall apply per occurrence, and will be credited to the BUYER'S account to be used on future charges to the account.

ARTICLE XI: COVENANTS OF SELLER

During the warranty period of time as provided in Article X of this Agreement, SELLER shall perform, free of charge, all necessary maintenance and care to keep the Telephone System in good working condition and repair, including the furnishing of all necessary labor, parts, accessories, materials and equipment.

During said warranty period of time, SELLER shall provide any equipment and/or software updates necessary to meet the original specifications at no additional cost to BUYER.

In the event of a condition resulting in severe damage or destruction of the switching mechanism, SELLER shall provide such temporary service as may be required by BUYER while such condition is being repaired pursuant to the terms of this Article XI.

BUYER reserves the right to purchase an extended service agreement which will provide at least the same level of service outlined in this article for the price quoted in this agreement as adjusted by the escalator clauses quoted in this agreement.

ARTICLE XII: DISCLAIMER OF ADDITIONAL WARRANTIES

SELLER furnishes the warranties set forth in this Agreement in lieu of all other warranties expressed or implied by statute or custom.

ARTICLE XIII: FINANCING OPTION

In the event that BUYER decides to finance the Telephone System, all deposit monies paid to SELLER shall forthwith be refunded to BUYER upon payment of 15% of the purchase price to SELLER from the financing company or institution and BUYER'S payment obligations under this Agreement shall then be null and void. If the Telephone System is purchased by a financing company or institution, the warranties contained in this Agreement shall continue to run to BUYER.

ARTICLE XIV: DEFAULT

If BUYER breaches any provision of this Agreement, including, without limitation, its payment obligations, SELLER shall have the right to pursue all remedies for breach of contract as provided by common or statutory law. If SELLER breaches any provision of this Agreement, BUYER, in addition to all other rights included within this Agreement, shall have the right to pursue all remedies for breach of contract or breach of warranty as provided by common or statutory law. No waivers, express or implied, by either of the parties hereto of any breach of any of the covenants, agreements, duties or warranties on the part of the other party hereto to be kept or performed, or any conditions of this Agreement, shall be deemed or taken to be a waiver of any other breach of the same or any covenant, agreement, duty, warranty or condition.

ARTICLE XV: TRAINING

Prior To Cut-Over Date: SELLER shall conduct user training programs either at SELLER'S place of business or at BUYER'S place of business for attendants and for all other users. This training shall take place prior to Cut-Over Date. SELLER shall provide an agenda for such training including length of class time, preferred class size, and types of handout literature available to users.

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

Post Cut-Over Date: All Post Cut-Over Date instruction shall be conducted at BUYER'S place of business, unless otherwise agreed by BUYER. Within sixty (60) days after the Cut-Over Date, SELLER shall provide a maximum of forty (40) hours of instructional group training for up to three (3) of the BUYER'S key personnel concerning the use, capabilities and operation of the Telephone System. Key personnel shall be defined and selected by BUYER. At BUYER'S request, SELLER shall provide, at an additional cost of sixty-five dollars (\$65.00) per hour, for training beyond the initial forty (40) hour period. The minimum charge is two (2) hours.

ARTICLE XVI: AVAILABILITY OF PARTS AND SERVICE

SELLER shall make available maintenance, spare parts, equipment, trained personnel and software support to fully maintain the Telephone System for a period of five (5) years after the Cut-Over Date.

ARTICLE XVII: PURCHASE OF ADDITIONAL UNITS AFTER CUT-OVER DATE

BUYER shall have the right to purchase additional units of any item listed on Schedule A from SELLER based on State Term Schedule Index Number STS-073. The Schedule number is 573046-1.

Additional Training from Fujitsu Business Communication Systems is available based on published rates.

Operating software for the Telephone System will be available for BUYER to receive at **no charge** during the next four (4) years from the manufacturer. This includes software only on the F9600XL. Hardware and Labor to install will be available based on State Term Schedule Index Number STS-073.

ARTICLE XVIII: COMPLIANCE WITH LAW

SELLER agrees to do all things necessary, at its own cost and expense, to comply with all laws, ordinances, regulations, rules and orders of the city, county, state and/or federal government and of any and all of their departments, commissions and bureaus which may be applicable to SELLER'S operations. This includes, but is not limited to, OSHA and any state counterpart thereof.

ARTICLE XIX: BINDING ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled by arbitration at BUYER'S place of business in accordance with the rules obtaining to the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE XX: RIGHTS AND REMEDIES

Unless otherwise provided herein, the duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BUYER or SELLER shall constitute a waiver of any right or duty afforded them under the contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach thereunder, except as may be specifically agreed in writing, or specified in the contract..

ARTICLE XXI: JURISDICTION

This Agreement and any other document or instrument delivered or to be delivered hereunder are being executed, accepted and delivered in and are intended to be performed under the local laws of the State of Ohio, and the Parties hereby agree to submit to the jurisdiction of the Courts of the State of Ohio having jurisdiction of the subject matter in dispute. If any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of the Parties that such provisions be deemed severed and omitted here from, the remaining portions hereof to remain in full force and effect as written. Any provision hereof which becomes unenforceable by reason of the commencement of a case under the Bankruptcy Code shall again be valid and enforceable no later than the termination of said case.

ARTICLE XXII: ADDITIONS TO EQUIPMENT BY BUYER

BUYER, without abrogating any warranties herein, shall be allowed to attach any technically compatible accessories and equipment to the Telephone System so long as such accessories and equipment are FCC registered, if such registration is required.

ARTICLE XXIII: PATENT INFRINGEMENT

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

SELLER agrees to save, indemnify and absolutely hold BUYER harmless from any and all expenses, damages and costs which may be incurred by BUYER in any action for infringement of any United States Letter Patent with respect to the Telephone System, including, without limitation, its component parts, provided that BUYER shall give SELLER (1) prompt written notice of any action, claim or threat of patent infringement suit, and (2) the opportunity to take over, settle or defend such action, claim or suit at SELLER'S sole expense.

If the use of any such item or part thereof shall be enjoined for any reason, including patent infringement, SELLER shall, at it's own expense, (1) procure for BUYER the right to continue using such item, (2) modify the Telephone System so that it becomes non-infringing and of equal or greater quality and performance, or (3) replace said Telephone System with a non-infringing system of equal or greater quality and performance.

ARTICLE XXIV: UNION AGREEMENTS

Regardless of the expiration of any collective bargaining agreement that may affect the SELLER'S performance of the work, the SELLER is obligated to man the job and properly and timely perform the work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the SELLER and its subcontractors shall cooperate with the BUYER concerning any legal, practical, or contractual actions taken by the BUYER in response thereto and shall perform any actions on the progress of the work and the impact of such actions on the project.

ARTICLE XXV: MISCELLANEOUS

Modification of Agreement: Except as herein otherwise provided, this Agreement shall not be altered or modified, unless it be done in writing and signed by both parties.

Entire Agreement: This instrument contains the entire Agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding.

Controlling Law: This Agreement shall be governed by and be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed in duplicate as of the date first above written intending that it shall be binding upon them and their respective heirs, estates, successors and assigns.

FBCSA F9600 System Cost
Customer: County of Delaware
Configuration: R12 M Std/M Load

STATE TERM SCEHDULE INDEX NUMBER STS-073 SCHEDULE NUMBER 573046-

| Part Number | Description | Qty | State Term Unit | State Term Ext. | Unit Labor | Ext. Labor |
|----------------------|--|-----|-----------------|-----------------|------------|------------|
| ST360517-12 | F9600M Digital Master Pack (R12) | 1 | \$15,050.00 | \$15,050.00 | \$6,000.00 | \$6,000.00 |
| ST361050-02 | CRSU Kit for Master Site (M/XL) | 4 | \$3,185.00 | \$12,740.00 | \$124.00 | \$496.00 |
| ST361051-02 | CRSU Single-Mode Fiber Modem Kit | 4 | \$6,000.00 | \$24,000.00 | \$2,300.00 | \$9,200.00 |
| ST360441-01 | F9600XL/M LTUP LTU Pack | 2 | \$2,800.00 | \$5,600.00 | \$1,097.00 | \$2,194.00 |
| ST360451-04 | ISDN/PRI Trunk Pack (Sgl Card Set) | 3 | \$3,360.00 | \$10,080.00 | \$41.00 | \$123.00 |
| STE16B-3009-R152 | Digital Line Card (16 Ckt 2B+D) | 5 | \$1,015.00 | \$5,075.00 | \$130.00 | \$650.00 |
| STE16B-3013-R330 | Single Line Telephone Card | 5 | \$980.00 | \$4,900.00 | \$19.00 | \$95.00 |
| STE16B-3019-R751 | Attendant Line Card (R11) | 1 | \$455.00 | \$455.00 | \$19.00 | \$19.00 |
| STE16B-3009-R170 | CO Bothway Trunk Card A (Std 600 OHM) | 2 | \$603.75 | \$1,207.50 | \$19.00 | \$38.00 |
| STE16B-3009-R560 | Digital Recorded Announcement Trk Card | 1 | \$770.00 | \$770.00 | \$19.00 | \$19.00 |
| STE16B-9900-R000 | Power Failure Transfer Card | 1 | \$196.00 | \$196.00 | \$19.00 | \$19.00 |
| STE16B-9900-R280 | Digital Trunk Adapter Card (Sgl Slot) | 1 | \$131.25 | \$131.25 | \$100.00 | \$100.00 |
| STE16B-9900-R190 | Digital Trunk 2 Ckt Adapter Card (Sgl) | 2 | \$539.70 | \$1,079.40 | \$200.00 | \$400.00 |
| STE16B-3001-R470 | Conference Trunk Card | 1 | \$203.00 | \$203.00 | \$19.00 | \$19.00 |
| STE16B-3001-R460 | Mixer Trunk Card | 1 | \$192.50 | \$192.50 | \$19.00 | \$19.00 |
| STE16B-3008-R540 | Peripheral BUS Control Card (4 DMA) | 2 | \$549.50 | \$1,099.00 | \$19.00 | \$38.00 |
| STE16B-3015-R590 | Switching Network Card 1B | 2 | \$861.00 | \$1,722.00 | \$19.00 | \$38.00 |
| STE07B-1075-B001 | BLF/DSS Module (for Attendant Console) | 2 | \$621.25 | \$1,242.50 | \$34.00 | \$68.00 |
| STE07B-1095-B001 | Attendant Console (HAC) | 2 | \$1,048.25 | \$2,096.50 | \$34.00 | \$68.00 |
| STF10B-0789-B001#BK | DT24DS 24B Black Disp/Spkr Phone (HAC) | 6 | \$300.00 | \$1,800.00 | \$34.00 | \$204.00 |
| ST-F10B-0790-B001#BK | DT12DS 12B Black Disp/Spkr Phone (HAC) | 37 | \$270.00 | \$9,990.00 | \$34.00 | \$1,258.00 |

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

| | | | | | | |
|---------------------|--|-----|-------------|-------------|------------|------------|
| STF10B-0816-B001#BK | DT12D 12B Black Display Phone (HAC) | 83 | \$180.00 | \$14,940.00 | \$34.00 | \$2,822.00 |
| ST301976-1C | F9600 EMMML Software (R12, 3-1/2" FD) | 1 | \$225.00 | \$225.00 | \$34.00 | \$34.00 |
| ST360061-0C | F9600 TP/TV Software (R12, 5-1/4" FD) | 1 | \$225.00 | \$225.00 | \$34.00 | \$34.00 |
| ST360506-0C | F9600M MCPR RTU (R12 Dlx) | 1 | \$15,000.00 | \$15,000.00 | \$5,000.00 | \$5,000.00 |
| ST360540-0C | Printer Spooling Service (R12) | 1 | \$0.00 | \$0.00 | \$1,040.00 | \$1,040.00 |
| ST360558-0C | ACD Basic Service (R12) | 1 | \$150.00 | \$150.00 | \$1,040.00 | \$1,040.00 |
| ST360560-0C | Voice Mail Basic Service w/ SMDI (R12) | 1 | \$750.00 | \$750.00 | \$1,100.00 | \$1,100.00 |
| ST360596-0C | Hunt Group with Queueing Service (R12) | 1 | \$250.00 | \$250.00 | \$1,040.00 | \$1,040.00 |
| ST360643-0C | FIPN/PRI Basic Service Masterpack(R12) | 1 | \$8,500.00 | \$8,500.00 | \$500.00 | \$500.00 |
| ST360832-0C | FIPN System Forwarding Service | 1 | \$250.00 | \$250.00 | \$200.00 | \$200.00 |
| ST360566-0C | FIPN Centralized VMS--Master Node(R12) | 1 | \$2,500.00 | \$2,500.00 | \$1,040.00 | \$1,040.00 |
| ST360712-0C | ISDN PRI D-Channel Backup Service(R12) | 1 | \$250.00 | \$250.00 | \$100.00 | \$100.00 |
| ST301869-01 | EMML Printer Kit (P) | 1 | \$380.00 | \$380.00 | \$136.00 | \$136.00 |
| ST301977-06 | EMML Terminal (PC Based) for R12 | 1 | \$2,400.00 | \$2,400.00 | \$100.00 | \$100.00 |
| ST360541-01 | DT Facemats 12B w/o Display (50 ea) | 2 | \$60.00 | \$120.00 | \$0.00 | \$0.00 |
| ST360541-02 | DT Facemats 12B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| ST360541-04 | DT Facemats 24B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| STE660-2506-T662#9 | ATT Power (EG Connection) | 1 | \$57.40 | \$57.40 | \$19.00 | \$19.00 |
| STE660-2506-T983#1 | Clock Sync Cable (ISDN/PRI & T1) | 2 | \$29.40 | \$58.80 | \$19.00 | \$38.00 |
| STE660-2506-T662#8 | E&M Trunk/PFT Cable | 2 | \$59.50 | \$119.00 | \$68.00 | \$136.00 |
| STD116-069-001 | PC Attendant User Guide | 1 | \$10.00 | \$10.00 | \$0.00 | \$0.00 |
| STD110-033-012 | Digital Telephone Quick Ref Guide R12 | 126 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STD110-042-012 | Attendant Console Quick Ref Guide R12 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STD110-045-012 | Single Line Tel Quick Ref Guide R12 | 16 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ST735077-15 | 33,600 bps FaxModem | 1 | \$100.00 | \$100.00 | \$35.00 | \$35.00 |
| STFN2C | 100 AMP DC POWERBOARD | 1 | \$3,542.00 | \$3,542.00 | \$250.00 | \$250.00 |
| STRB48-1T70 | CABINTIZED BATERIES, ADS 10 YEAR | 1 | \$1,637.35 | \$1,637.35 | \$300.00 | \$300.00 |
| ST-360539-0C | 911 Calling Number Service (R12) | 1 | \$500.00 | \$500.00 | \$1,640.00 | \$1,640.00 |
| ST-CALLMASTER | Fujitsu Call Master Tel-Abuse Monitoring | 1 | \$1,200.00 | \$1,200.00 | \$300.00 | \$300.00 |
| ST-ORDOBAWS-1-(2) | Fujitsu Call Accounting Sgl Sys 500 Ext | 1 | \$6,240.00 | \$6,240.00 | \$500.00 | \$500.00 |
| ST-ORWOT-2 | Inst & Train Call Acct Above 250 Ext | 1 | \$1,440.00 | \$1,440.00 | \$0.00 | \$0.00 |
| ST-ORWOT-5 | Inst & Train Post Cutover | 1 | \$1,280.00 | \$1,280.00 | \$0.00 | \$0.00 |
| ST-ORDODE-3 | DB Upload & Validation Max 500 Ext | 1 | \$400.00 | \$400.00 | \$600.00 | \$600.00 |

Juvenile & Probate Courts

| | | | | | | |
|----------------------|--|----|------------|------------|------------|------------|
| ST361049-01 | CRSU Basic Masterpack for Remote Site | 1 | \$4,690.00 | \$4,690.00 | \$2,300.00 | \$2,300.00 |
| ST361051-02 | CRSU Single-Mode Fiber Modem Kit | 1 | \$6,000.00 | \$6,000.00 | \$2,300.00 | \$2,300.00 |
| STE16B-3009-R152 | Digital Line Card (16 Ckt 2B+D) | 5 | \$1,015.00 | \$5,075.00 | \$130.00 | \$650.00 |
| STE16B-3013-R330 | Single Line Telephone Card | 1 | \$980.00 | \$980.00 | \$19.00 | \$19.00 |
| STE16B-3019-R761 | Attendant Line Card (R11 ES) | 1 | \$290.50 | \$290.50 | \$19.00 | \$19.00 |
| STE16B-3009-R170 | CO Bothway Trunk Card A (Std 600 OHM) | 1 | \$603.75 | \$603.75 | \$19.00 | \$19.00 |
| STE07B-1095-B001 | Attendant Console (HAC) | 1 | \$1,048.25 | \$1,048.25 | \$34.00 | \$34.00 |
| STE07B-1075-B001 | BLF/DSS Module (for Attendant Console) | 1 | \$621.25 | \$621.25 | \$34.00 | \$34.00 |
| STF10B-0789-B001#BK | DT24DS 24B Black Disp/Spkr Phone (HAC) | 3 | \$300.00 | \$900.00 | \$34.00 | \$102.00 |
| STF10B-0790-B001#BK | DT12DS 12B Black Disp/Spkr Phone (HAC) | 32 | \$270.00 | \$8,640.00 | \$34.00 | \$1,088.00 |
| STF10B-0816-B001#BK | DT12D 12B Black Display Phone (HAC) | 51 | \$180.00 | \$9,180.00 | \$34.00 | \$1,734.00 |
| ST-F11B-0396-B002#BK | 30 Button Add-on Module (Black) | 3 | \$192.50 | \$577.50 | \$34.00 | \$102.00 |
| ST360541-02 | DT Facemats 12B w/ Display (50 ea) | 2 | \$60.00 | \$120.00 | \$0.00 | \$0.00 |
| ST360541-04 | DT Facemats 24B w/ Display (50 ea) | 0 | \$60.00 | \$0.00 | \$0.00 | \$0.00 |
| STE98L-0022-0179 | F9600VS/ES 10 Second Battery | 4 | \$437.50 | \$1,750.00 | \$68.00 | \$272.00 |
| STD110-033-012 | Digital Telephone Quick Ref Guide R12 | 5 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STD110-042-012 | Attendant Console Quick Ref Guide R12 | 2 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STE16B-3003-R710 | DTMF Receiver Card | 1 | \$488.25 | \$488.25 | \$19.00 | \$19.00 |
| STE16B-9900-R121 | Ring Generator Card | 1 | \$609.00 | \$609.00 | \$34.00 | \$34.00 |

Engineers' Complex

| | | | | | | |
|------------------|---------------------------------------|---|------------|------------|------------|------------|
| ST361049-01 | CRSU Basic Masterpack for Remote Site | 1 | \$4,690.00 | \$4,690.00 | \$2,300.00 | \$2,300.00 |
| ST361051-02 | CRSU Single-Mode Fiber Modem Kit | 1 | \$6,000.00 | \$6,000.00 | \$2,300.00 | \$2,300.00 |
| STE16B-3009-R152 | Digital Line Card (16 Ckt 2B+D) | 5 | \$1,015.00 | \$5,075.00 | \$130.00 | \$650.00 |
| STE16B-3013-R330 | Single Line Telephone Card | 1 | \$980.00 | \$980.00 | \$19.00 | \$19.00 |
| STE16B-3019-R761 | Attendant Line Card (R11 ES) | 0 | \$290.50 | \$0.00 | \$19.00 | \$0.00 |
| STE16B-3009-R170 | CO Bothway Trunk Card A (Std 600 OHM) | 1 | \$603.75 | \$603.75 | \$19.00 | \$19.00 |
| STE07B-1095-B001 | Attendant Console (HAC) | 0 | \$1,048.25 | \$0.00 | \$34.00 | \$0.00 |

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

| | | | | | | |
|----------------------|--|----|----------|------------|---------|------------|
| STF10B-0789-B001#BK | DT24DS 24B Black Disp/Spkr Phone (HAC) | 4 | \$300.00 | \$1,200.00 | \$34.00 | \$136.00 |
| STF10B-0790-B001#BK | DT12DS 12B Black Disp/Spkr Phone (HAC) | 15 | \$270.00 | \$4,050.00 | \$34.00 | \$510.00 |
| STF10B-0816-B001#BK | DT12D 12B Black Display Phone (HAC) | 53 | \$180.00 | \$9,540.00 | \$34.00 | \$1,802.00 |
| ST-F11B-0396-B002#BK | 30 Button Add-on Module (Black) | 7 | \$192.50 | \$1,347.50 | \$34.00 | \$238.00 |
| ST360541-02 | DT Facemats 12B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| ST360541-04 | DT Facemats 24B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| STE98L-0022-0179 | F9600VS/ES 10 Second Battery | 1 | \$437.50 | \$437.50 | \$68.00 | \$68.00 |
| STD110-033-012 | Digital Telephone Quick Ref Guide R12 | 4 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STD110-042-012 | Attendant Console Quick Ref Guide R12 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STE16B-3003-R710 | DTMF Receiver Card | 1 | \$488.25 | \$488.25 | \$19.00 | \$19.00 |
| STE16B-9900-R121 | Ring Generator Card | 1 | \$609.00 | \$609.00 | \$34.00 | \$34.00 |

Human Services

| | | | | | | |
|----------------------|--|----|------------|-------------|------------|------------|
| ST361049-01 | CRSU Basic Masterpack for Remote Site | 1 | \$4,690.00 | \$4,690.00 | \$2,300.00 | \$2,300.00 |
| ST361051-02 | CRSU Single-Mode Fiber Modem Kit | 1 | \$6,000.00 | \$6,000.00 | \$2,300.00 | \$2,300.00 |
| STE16B-3009-R152 | Digital Line Card (16 Ckt 2B+D) | 7 | \$1,015.00 | \$7,105.00 | \$130.00 | \$910.00 |
| STE16B-3013-R330 | Single Line Telephone Card | 1 | \$980.00 | \$980.00 | \$19.00 | \$19.00 |
| STE16B-3019-R761 | Attendant Line Card (R11 ES) | 1 | \$290.50 | \$290.50 | \$19.00 | \$19.00 |
| STE16B-3009-R170 | CO Bothway Trunk Card A (Std 600 OHM) | 1 | \$603.75 | \$603.75 | \$19.00 | \$19.00 |
| STE07B-1075-B001 | BLF/DSS Module (for Attendant Console) | 1 | \$621.25 | \$621.25 | \$34.00 | \$34.00 |
| STE07B-1095-B001 | Attendant Console (HAC) | 1 | \$1,048.25 | \$1,048.25 | \$34.00 | \$34.00 |
| STF10B-0789-B001#BK | DT24DS 24B Black Disp/Spkr Phone (HAC) | 4 | \$300.00 | \$1,200.00 | \$34.00 | \$136.00 |
| STF10B-0790-B001#BK | DT12DS 12B Black Disp/Spkr Phone (HAC) | 17 | \$270.00 | \$4,590.00 | \$34.00 | \$578.00 |
| STF10B-0816-B001#BK | DT12D 12B Black Display Phone (HAC) | 82 | \$180.00 | \$14,760.00 | \$34.00 | \$2,788.00 |
| ST-F11B-0396-B002#BK | 30 Button Add-on Module (Black) | 1 | \$192.50 | \$192.50 | \$34.00 | \$34.00 |
| ST360541-02 | DT Facemats 12B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| ST360541-04 | DT Facemats 24B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| STE98L-0022-0179 | F9600VS/ES 10 Second Battery | 1 | \$437.50 | \$437.50 | \$68.00 | \$68.00 |
| STD110-033-012 | Digital Telephone Quick Ref Guide R12 | 4 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STD110-042-012 | Attendant Console Quick Ref Guide R12 | 2 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STE16B-3003-R710 | DTMF Receiver Card | 1 | \$488.25 | \$488.25 | \$19.00 | \$19.00 |
| STE16B-9900-R121 | Ring Generator Card | 1 | \$609.00 | \$609.00 | \$34.00 | \$34.00 |

Facilities

| | | | | | | |
|---------------------|--|----|------------|------------|------------|------------|
| ST361049-01 | CRSU Basic Masterpack for Remote Site | 1 | \$4,690.00 | \$4,690.00 | \$2,300.00 | \$2,300.00 |
| ST361051-02 | CRSU Single-Mode Fiber Modem Kit | 1 | \$6,000.00 | \$6,000.00 | \$2,300.00 | \$2,300.00 |
| STE16B-3009-R152 | Digital Line Card (16 Ckt 2B+D) | 2 | \$1,015.00 | \$2,030.00 | \$130.00 | \$260.00 |
| STE16B-3019-R761 | Attendant Line Card (R11 ES) | 0 | \$290.50 | \$0.00 | \$19.00 | \$0.00 |
| STE16B-3013-R330 | Single Line Telephone Card | 1 | \$980.00 | \$980.00 | \$19.00 | \$19.00 |
| STE16B-3009-R170 | CO Bothway Trunk Card A (Std 600 OHM) | 1 | \$603.75 | \$603.75 | \$19.00 | \$19.00 |
| STE07B-1095-B001 | Attendant Console (HAC) | 0 | \$1,048.25 | \$0.00 | \$34.00 | \$0.00 |
| STF10B-0789-B001#BK | DT24DS 24B Black Disp/Spkr Phone (HAC) | 2 | \$300.00 | \$600.00 | \$34.00 | \$68.00 |
| STF10B-0790-B001#BK | DT12DS 12B Black Disp/Spkr Phone (HAC) | 5 | \$270.00 | \$1,350.00 | \$34.00 | \$170.00 |
| STF10B-0816-B001#BK | DT12D 12B Black Display Phone (HAC) | 11 | \$180.00 | \$1,980.00 | \$34.00 | \$374.00 |
| ST360541-02 | DT Facemats 12B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| ST360541-04 | DT Facemats 24B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| STE98L-0022-0179 | F9600VS/ES 10 Second Battery | 1 | \$437.50 | \$437.50 | \$68.00 | \$68.00 |
| STD110-033-012 | Digital Telephone Quick Ref Guide R12 | 4 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STD110-042-012 | Attendant Console Quick Ref Guide R12 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STE16B-3003-R710 | DTMF Receiver Card | 1 | \$488.25 | \$488.25 | \$19.00 | \$19.00 |

| | | | | | | |
|----------------|--|---|-------------|-------------|------------|----------|
| ST016-83713-56 | CallServer Model 12PCI/NT 256MB Memory | 1 | \$11,130.30 | \$11,130.30 | \$650.00 | \$650.00 |
| ST016-08001-00 | 4-port SCSA card | 2 | \$1,650.00 | \$3,300.00 | \$82.00 | \$164.00 |
| ST016-04001-00 | Centrex/SMDI | 1 | \$1,590.00 | \$1,590.00 | \$0.00 | \$0.00 |
| ST016-06005-00 | External 33.6 modem | 1 | \$351.09 | \$351.09 | \$100.00 | \$100.00 |
| ST016-08002-00 | 16-port SCSA card | 1 | \$6,600.00 | \$6,600.00 | \$135.00 | \$135.00 |
| ST016-08300-10 | 2 port fax card (L/L) | 1 | \$2,077.50 | \$2,077.50 | \$260.00 | \$260.00 |
| ST016-00003-00 | Carbon Copy 32 Remote Administratn SW | 1 | \$261.45 | \$261.45 | \$100.00 | \$100.00 |
| ST016-83160-10 | DMM 100 client licenses | 0 | \$9,000.00 | \$0.00 | \$6,880.00 | \$0.00 |
| ST016-83020-24 | TS Unified Msgng SW 24 pts(1TTS, 2Fax) | 1 | \$59,040.00 | \$59,040.00 | \$496.00 | \$496.00 |

F9600M Subtotal w/CRSU & TranSend NT

\$386,354.54

\$72,684.00

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

| | | | | | | |
|--|---|----|------------|--------------------|------------|-------------------|
| ST361042-05D | US Networking Pack for Dealers | 1 | \$3,517.59 | \$3,517.59 | \$1,700.00 | \$1,700.00 |
| ST360451-06 | ISDN/PRI Trk Pk (Sgl Card Set) for US | 1 | \$3,360.00 | \$3,360.00 | \$41.00 | \$41.00 |
| STE16B-3009-R152 | Digital Line Card (16 Ckt 2B+D) | 2 | \$1,015.00 | \$2,030.00 | \$130.00 | \$260.00 |
| STE16B-3013-R330 | Single Line Telephone Card | 0 | \$980.00 | \$0.00 | \$19.00 | \$0.00 |
| STE16B-3019-R761 | Attendant Line Card (R11 ES) | 0 | \$290.50 | \$0.00 | \$19.00 | \$0.00 |
| STE16B-3009-R170 | CO Bothway Trunk Card A (Std 600 OHM) | 1 | \$603.75 | \$603.75 | \$19.00 | \$19.00 |
| STE20B-9900-R570 | Power Failure Transfer Board | 1 | \$350.00 | \$350.00 | \$19.00 | \$19.00 |
| STE16B-3014-R220 | 2 Port I/O (TTY/FES-II/LAP-B/SMDI/PMSI) | 1 | \$385.00 | \$385.00 | \$19.00 | \$19.00 |
| STE07B-1095-B001 | Attendant Console (HAC) | 0 | \$1,048.25 | \$0.00 | \$34.00 | \$0.00 |
| STF10B-0789-B001#BK | DT24DS 24B Black Disp/Spkr Phone (HAC) | 3 | \$300.00 | \$900.00 | \$34.00 | \$102.00 |
| STF10B-0790-B001#BK | DT12DS 12B Black Disp/Spkr Phone (HAC) | 8 | \$270.00 | \$2,160.00 | \$34.00 | \$272.00 |
| STF10B-0816-B001#BK | DT12D 12B Black Display Phone (HAC) | 26 | \$180.00 | \$4,680.00 | \$34.00 | \$884.00 |
| ST-F11B-0396-B002#BK | 30 Button Add-on Module (Black) | 3 | \$192.50 | \$577.50 | \$34.00 | \$102.00 |
| ST301976-1C | F9600 EMMML Software (R12, 3-1/2" FD) | 1 | \$225.00 | \$225.00 | \$34.00 | \$34.00 |
| ST360192-1C | F9600 Floppy Boot Disk (R12, 3-1/2" FD) | 1 | \$420.00 | \$420.00 | \$34.00 | \$34.00 |
| ST360540-1C | Printer Spooling Service (R12) | 1 | \$0.00 | \$0.00 | \$1,000.00 | \$1,000.00 |
| ST360745-1C | F9600 TP/TV Software (ES, 3-1/2" FD) | 1 | \$225.00 | \$225.00 | \$68.00 | \$68.00 |
| ST360541-02 | DT Facemats 12B w/ Display (50 ea) | 1 | \$60.00 | \$60.00 | \$0.00 | \$0.00 |
| ST360541-04 | DT Facemats 24B w/ Display (50 ea) | 0 | \$60.00 | \$0.00 | \$0.00 | \$0.00 |
| STD110-033-012 | Digital Telephone Quick Ref Guide R12 | 42 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STD110-042-012 | Attendant Console Quick Ref Guide R12 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ST361082-01 | F9600 R12 Complete Library Doc Set | 1 | \$425.00 | \$425.00 | \$0.00 | \$0.00 |
| Subtotal for F9600US for Sheriff's office | | | | \$19,918.84 | | \$4,554.00 |

| | |
|--------------------------------|---------------------|
| HARDWARE SUBTOTAL | \$406,273.38 |
| HARDWARE LABOR SUBTOTAL | \$77,238.00 |

| | |
|--|--------------------|
| STS Project Mgt - F9600 & Voicemail | \$2,748.00 |
| STS End User Training - F9600 & Voicemail | \$2,520.00 |
| STS Database Collection - F9600 & Voicemail | \$3,864.00 |
| STS Post-Cutover Followup -F9600 & Voicemail | \$12,220.00 |
| PROJECT MANAGEMENT LABOR SUBTOTAL | \$21,352.00 |

* Based on total of 816 stations and trunks; 300 voicemail boxes

| | |
|---|----------------------|
| SUBTOTAL FOR ENTIRE NETWORK | \$504,863.38 |
| <i>Includes Hardware, Hardware Labor, and Project Labor</i> | |
| MINUS ACS EXECUTIVE DISCOUNT | (\$30,000.00) |
| GRAND TOTAL FOR ENTIRE NETWORK INSTALLATION | \$474,863.38 |

Delaware County elects to receive Operating Software updates on the F9600 PBX at no charge for the next four years.

Vote in Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-800

A RESOLUTION AWARDDING CONTRACT FOR FY1998 FORMULA PROGRAM FARMLAND PRESERVATION PROJECT

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

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

WHEREAS, Delaware County has been awarded FY 98 Formula CDBG funds by the Ohio Department of Development (ODOD) to facilitate the development of a Farmland Preservation Plan; and

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999**

WHEREAS, Delaware County has solicited proposals for the referenced project, and determined that the bid submitted by Joseph R. Steiger is the least and best.

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. That the Delaware County Board of Commissioners accepts the bid in the amount of \$10,700 as submitted by Joseph R. Steiger for the Farmland Preservation Plan.

SECTION II. That the Board of Commissioners authorizes the President of the Board to execute a contract for the referenced project.

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

RESOLUTION NO. 99-801

IN THE MATTER OF APPROVAL TO SUBMIT CDBG WATER AND SEWER APPLICATION FOR SHAWNEE HILLS:

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

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO TO FILE AN APPLICATION TO THE STATE OF OHIO FOR THE VILLAGE OF SHAWNEE HILLS, OHIO, TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT WATER AND SANITARY SEWER COMPETITIVE PROGRAM

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for the purpose of addressing local needs; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio has the authority to apply for financial assistance and to administer the amounts received from the State of Ohio, Department of Development through its COMMUNITY DEVELOPMENT BLOCK GRANT WATER AND SANITARY SEWER COMPETITIVE PROGRAM for the Village of Shawnee Hills, Ohio.

NOW, THEREFORE, BE IT RESOLVED by Board of County Commissioners of Delaware County, Ohio.

Section 1: That the Board of County Commissioners of Delaware County, Ohio authorizes the Mayor of Shawnee Hills as the official representative of the Village of Shawnee Hills Wastewater Collection System, to participate in the State of Ohio Department of Development, Community Development Block Grant Water and Sanitary Sewer Competitive Program, and provide all information and documentation required in said Application for submission.

Section 2: That Board of County Commissioners of Delaware County, Ohio hereby approves filing an application for the Village of Shawnee Hills, Ohio for financial assistance under the COMMUNITY DEVELOPMENT BLOCK GRANT WATER AND SANITARY SEWER COMPETITIVE PROGRAM.

Section 3: That Board of County Commissioners of Delaware County, Ohio hereby understands and agrees that participation in the Program will require compliance with program guidelines and assurances.

Section 4: That the President of the Board of County Commissioners of Delaware County, Ohio is authorized to make an application to the Ohio Department of Development on behalf of Shawnee Hills for the Community Development Block Grant Water and Sanitary Sewer Competitive Program.

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

RESOLUTION NO. 99-802

RESOLUTION AUTHORIZING THE HIRE OF JOHN W. BENTINE AS AN EXPERT WITNESS IN THE CASE OF PACKER AVIATION V. DELAWARE COUNTY COMMISSIONERS 98-CVH-10-355.

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

WHEREAS; the Board of County Commissioners are a defendant in the above captioned lawsuit, and

WHEREAS; the Board of County Commissioners of Delaware County, Ohio has determined that the services of an expert witness are required in the above captioned case in order to achieve the ends of justice, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has determined that John

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999

W. Bentine, has served as Assistant Attorney General and Counsel for the Public Utilities Commission, Senior Assistant Attorney for the City of Columbus, a member of the Ohio Telecommunications Advisory Board, and Chairman of the Public Utilities Committee of the Columbus and Ohio State Bar Associations, and

Now, therefore, upon the motion of Commissioner Martin, seconded by Commissioner Wuertz.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby determine that the interests of Delaware County, Ohio require that the Board of County Commissioners of Delaware, County, Ohio authorize the hiring of John W. Bentine of 17 South High St., Suite 900, Columbus, Oh 43215, as an expert witness.

Section 2. That the aforementioned witness shall be hired pursuant to the provisions of Ohio Revised Code Chapter 307, at the rate of \$175.00 per hour.

DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO.
Adopted this 20 th Day of September, 1999.

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

RESOLUTION NO. 99-803

IN THE MATTER OF AUTHORIZING A \$25,000 GRANT TO THE DELAWARE COUNTY FAIR:

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

Whereas, the Delaware County Fair is in need of additional and/or refurbished facilities for the small animal exhibit, electricity to the campground, and portable stalls for the Junior Fair, and

Whereas, the Delaware County Fair has applied to the State of Ohio for a \$50,000 grant to assist with the construction and/or refurbishing of the above referenced projects, and

Whereas, the Delaware County Fair has requested the Delaware County Board of County Commissioners for assistance in the above mentioned projects

Now therefore be it resolved that the Delaware County Board of County Commissioners will appropriate \$25,000 to the Delaware County Fair under the following terms and conditions:

The priority of the Delaware County Commissioners for the above reference projects will be the small animal building, the electricity for the campground, and then the portable stalls.

The Delaware County Commissioners will reimburse the Delaware County Fair up to a maximum of \$25,000 when all costs associated with the remodeling, refurbishing, or construction is completed.

The Delaware County Commissioner will review all construction costs and invoices associated with the above named projects and will reimburse the Delaware County Fair up to \$25,000 once the \$50,000 state grant funds and the \$25,000 Delaware County Fair funding has been exhausted.

Further be it resolved that the Delaware County Fair hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Delaware County Fair, its employees, agents, subcontractors and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance.

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

RESOLUTION NO. 99-804

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS O. R. C. 121.22 (G)(1) TO CONSIDER THE APPOINTMENT, EMPLOYMENT DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION, OR COMPENSATION OF A PUBLIC EMPLOYEE OR OFFICIAL... AT 9:45 AM:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session.

Vote in Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 99-805

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 1999

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:50 AM:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session:

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

RESOLUTION NO. 99-806

IN THE MATTER OF DISCONTINUING THE EMPLOYMENT OF A COUNTY EMPLOYEE:

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

Whereas, Denise Schwenk has depleted her sick time, vacation time, and family leave time, and

Whereas, efforts were made to resolve the issues that prevented her from returning to her position at the Department of Human Services, but no solution could be found.

Therefore be it resolved that Denise Schwenk's employment with the County of Delaware is terminated on September 20, 1999.

Vote in Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

10:00 AM Bid Opening for Centerline Striping

- | | |
|------------------------------|--------------|
| 1. Aero- Mark Inc. | \$ 86,436.40 |
| 2. Oglesby Construction Inc. | \$102,764.85 |
| 3. Chem-Trol Chemical Co. | \$ 83,219.63 |
| Estimate | \$109,149.84 |

10:00 AM Designation of Public Depository

The following banks submitted applications for Designation of Public Depository:

- Delaware County Bank
- Fifth Third Bank
- First Merit
- Huntington Bank
- National City
- Bank One

Applications will be evaluated.

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners