

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 3, 2000**

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

10:00 AM – Bid Opening for “The Park” at Greif Brothers

George J. Igel Company	1,330,734.27
Performance Site Management	1,730,919.88
Engineer Estimate	1,682,000.00

10:10 AM – Public Hearing No. 2 for County’s CDBG Programs

RESOLUTION NO. 00-533

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD JUNE 26, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held June 26, 2000, and to approve resolutions and minutes as submitted.

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

RESOLUTION NO. 00-534

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 275976 THROUGH 276574:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 275976 through 276574 on file in the office of the Delaware County Commissioners.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 00-535

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

EMS is requesting that 24 Delaware County EMS Employees attend the Basic Trauma Life Support Course at Delaware JVS, North Campus on July 27 through July 28, 2000, in the amount of \$3,850.00.

Administrative Services is requesting that Kevin Williams attend the Conference on Human Resource Issues at Columbus on August 9, 2000, in the amount of \$199.00.

Administrative Services is requesting that Kevin Williams attend the HRACO monthly meetings at Columbus in the amount of \$110.00.

Vote on Motion	Mr. Wuertz	Aye	Mr. Ward	Aye	Mrs. Martin	Aye
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RESOLUTION NO. 00-536

IN THE MATTER OF APPROVING THE PLAT FOR WILSHIRE, SECTION 3:

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

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lots 2 and 3, Quarter Township 4, Township 3, range 18, United States Military Lands, containing 12.129 acres of land, more or less, (0.241 acre of said being in said Farm Lot 3), said 12.129 acres being comprised of 0.622 acre out of Tract 1 and 11.284 acres out of Tract 2 as said Tract 1 and tract 2 are designed and described in the deed to CENTEX HOMES of record in Official Record 2, Page 1843, and 0.223 acre of said 12.129 acres being out of that tract of land described in the deed to WILSHIRE DEVELOPMENT COMPANY of record in Official Record 2, Page 1849, both being of record in the recorder” Office, Delaware County, Ohio. Lot fee in the amount of \$93.00.

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Aye
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RESOLUTION NO. 00-537**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR HIGHLAND LAKES EAST, SECTION 11, PHASE 3:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the Subdivider's Agreement:

Highland Lakes East, Section 11, Phase 3

THIS AGREEMENT executed on this 3rd day of July 2000, between **DOMINION HOMES** as evidenced by the **HIGHLAND LAKES EAST SECTION 11, PHASE 3** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6/5/00, 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 all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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Specifications.

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

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

CONSTRUCTION

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

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

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

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

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

AGREEMENT

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

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

RESOLUTION NO. 00-538

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR WILSHIRE, SECTION 3, PHASES 1 AND 2:

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

Wilshire, Section 3, Phase 1

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2000, construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at \$37,050 for the duration of the one-year maintenance period. A Bond in that amount is in place.

Wilshire, Section 3, Phase 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2000, construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at \$15,400 for the duration of the one-year maintenance period. A Bond in that amount is in place.

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

RESOLUTION NO. 00-539

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000066	Sprint Telephone	Cheshire Road	Bury telephone cable
U000068	Columbus Southern Power	S. Old State Road	Push bore 1 location
U000070	Columbia Gas	Worthington Road	Install gas line
U000071	Columbia Gas	Worthington Road	Install gas line
U000072	Columbia Gas	Rome Corners & Linder Way	Install gas line
U000073	Del-Co Water	N. Old 3C	Install water line
U000074	General Telephone	Turfway Bend & Whirlway Circle	Replace damaged cable
U000075	General Telephone	Armstrong Road	Directional bore
U000076	General Telephone	Braumiller Road	Directional bore
U000077	Ameritech	Hanawalt Road	Directional bore
U000078	Suburban Natural Gas	Walker Wood 8	Install gas line

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

RESOLUTION NO. 00-541

IN THE MATTER OF APPROVING GRANT AGREEMENT FOR FISCAL YEAR 2001 BETWEEN OHIO DEPARTMENT OF YOUTH SERVICES AND THE PERRY COUNTY GROUP HOME COMMUNITY CORRECTIONAL FACILITY:

It was move by Mr. Ward, seconded by Mr. Wuertz to approve the Grant Agreement for the year 2001 between Ohio Department of Youth Services and the Perry County Group Home Community Correctional Facility:

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

RESOLUTION NO. 00-542

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the personnel actions:

Terry Boroff has been promoted from part-time to full-time Paramedic for EMS; effective date of promotion is July 4, 2000.

Darwin Dentry, Curtis Hill and Franklin Meredith Jr. have been moved from part-time to full-time Intermediate for EMS; effective date of move is July 4, 2000.

Debra Johnson and Cheryl Van Gundy have completed the 120-day probationary period as TCO II and TCO III for 9-1-1; effective dates for wage increases are June 13 and June 29, 2000.

Deborah Davis has accepted the position of Custodian for Maintenance; effective date of hire is July 17, 2000.

Candace Hendrickson has been promoted from Social Service worker II to Income Maintenance Worker III for Human Services; effective date of promotion is July 17, 2000.

Scott Pike has resigned his position as Director of Environmental Services; effective date of resignation is July 14, 2000.

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

RESOLUTION NO. 00-543

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

It was moved by Mr. Wuertz, seconded by Mr. Ward to execute the agreement with Willis Corroon Administrative Services:

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 8, 2000.

Therefore, be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute

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Addendum Three renewing the contracts with Willis Corroon Administrative Services for property/liability insurance adjustment services for May 1, 2000, through April 30, 2001.

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

RESOLUTION NO. 00-544

IN THE MATTER OF ADOPTING MARKET UPDATES FOR THE DELAWARE COUNTY COMPENSATION MANAGEMENT SYSTEM FOR 2000:

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

Whereas, Commissioners' Resolution 98-483 resolves that the Delaware County Compensation Management System be reviewed every eighteen (18) months, but no longer than every other year, and

Whereas, The current wage charts were implemented in January 1999, and

Whereas, The Board of Commissioners of Delaware County contracted with Advanced Management Systems, Inc to perform a market review of the wage charts, and

Whereas, Advanced Management Systems, Inc. has performed this market review,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio to adopt the following changes to the Delaware County Compensation Management System, effective July 1, 2000:

Labor, Trades, and Crafts (LTC)	4.85% Increase
Clerical, Office Machinery Operation, Technical (COMOT)	4.17% Increase
Professional and Technological (PAT)	7.83% Increase
Special Category Building Inspectors (SPECAT – Bldg. Insp.)	4.37% Increase
Protective or Law Enforcement (POLE), excludes Sheriff's Office	5.10% Increase
Executives (EXEC)	3.11% Increase

Further be it resolved, that Supervisors and Managers (SAM) wage charts be established based on the wage charts of the employees whom they supervise and the duties and responsibilities for which they are required to perform.

**Advanced Management Systems, Inc.
Compensation Management System**

**Delaware County
Wage Schedule**

LTC- Labor, Trades, Crafts

Skill Level	Point Range	Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A
1	100-195	\$7.76	\$8.22	\$8.67	\$9.13	\$9.58	\$10.04	\$10.50
		\$621	\$657	\$693	\$730	\$767	\$803	\$840
		\$16,135	\$17,089	\$18,029	\$18,993	\$19,933	\$20,874	\$21,837
2	200-295	\$8.74	\$9.25	\$9.77	\$10.28	\$10.80	\$11.31	\$11.82
		\$699	\$740	\$782	\$822	\$864	\$905	\$946
		\$18,180	\$19,245	\$20,323	\$21,378	\$22,457	\$23,535	\$24,590
3	300-395	\$9.85	\$10.43	\$11.01	\$11.59	\$12.16	\$12.75	\$13.32
		\$788	\$835	\$880	\$927	\$973	\$1,020	\$1,066
		\$20,484	\$21,700	\$22,892	\$24,108	\$25,301	\$26,517	\$27,709
4	400-495	\$11.10	\$11.74	\$12.41	\$13.06	\$13.71	\$14.36	\$15.01
		\$888	\$940	\$993	\$1,045	\$1,097	\$1,149	\$1,201
		\$23,080	\$24,429	\$25,806	\$27,159	\$28,512	\$29,866	\$31,219
5	500-595	\$12.50	\$13.23	\$13.97	\$14.71	\$15.45	\$16.18	\$16.92
		\$1,000	\$1,059	\$1,118	\$1,177	\$1,236	\$1,294	\$1,353
		\$26,006	\$27,526	\$29,063	\$30,600	\$32,136	\$33,650	\$35,187
6	600-695	\$14.09	\$14.92	\$15.75	\$16.58	\$17.40	\$18.23	\$19.06
		\$1,127	\$1,194	\$1,260	\$1,326	\$1,392	\$1,458	\$1,525
		\$29,302	\$31,035	\$32,756	\$34,476	\$36,197	\$37,917	\$39,637

Wage Schedule

COMOT- Clerical, Office, Machine Operation, and Technician

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Skill Level	Point Range	Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A
1	100-195	\$7.86	\$8.31	\$8.78	\$9.25	\$9.70	\$10.17	\$10.63
		\$629	\$665	\$703	\$740	\$776	\$814	\$850
		\$16,343	\$17,295	\$18,266	\$19,236	\$20,185	\$21,156	\$22,104
2	200-295	\$8.40	\$8.90	\$9.39	\$9.88	\$10.38	\$10.87	\$11.37
		\$672	\$712	\$751	\$791	\$831	\$870	\$910
		\$17,478	\$18,508	\$19,523	\$20,560	\$21,597	\$22,612	\$23,648
3	300-395	\$8.99	\$9.51	\$10.04	\$10.57	\$11.10	\$11.62	\$12.15
		\$719	\$761	\$803	\$846	\$888	\$930	\$972
		\$18,690	\$19,788	\$20,891	\$21,994	\$23,097	\$24,178	\$25,281
4	400-495	\$9.61	\$10.17	\$10.74	\$11.31	\$11.87	\$12.44	\$13.00
		\$769	\$814	\$859	\$904	\$949	\$995	\$1,040
		\$19,987	\$21,156	\$22,347	\$23,516	\$24,685	\$25,876	\$27,046
5	500-595	\$10.29	\$10.88	\$11.49	\$12.09	\$12.70	\$13.30	\$13.90
		\$823	\$871	\$919	\$967	\$1,016	\$1,064	\$1,112
		\$21,396	\$22,634	\$23,891	\$25,148	\$26,406	\$27,663	\$28,921
6	600-695	\$10.99	\$11.63	\$12.28	\$12.93	\$13.58	\$14.22	\$14.87
		\$879	\$931	\$983	\$1,034	\$1,086	\$1,138	\$1,190
		\$22,857	\$24,200	\$25,546	\$26,891	\$28,237	\$29,583	\$30,928

Wage Schedule

PAT- Professional, Administrative, and Technological

Skill Level	Point Range	Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A
1	100-195	\$9.04	\$9.57	\$10.11	\$10.64	\$11.18	\$11.70	\$12.23
		\$723	\$766	\$809	\$851	\$894	\$936	\$978
		\$18,807	\$19,910	\$21,030	\$22,125	\$23,244	\$24,340	\$25,435
2	200-295	\$10.45	\$11.06	\$11.68	\$12.29	\$12.90	\$13.52	\$14.13
		\$836	\$885	\$934	\$983	\$1,032	\$1,082	\$1,130
		\$21,726	\$23,006	\$24,292	\$25,555	\$26,841	\$28,127	\$29,389
3	300-395	\$	\$	\$	\$	\$	\$	\$
		12.07	12.78	13.49	14.20	14.91	15.62	16.33
		\$965	\$1,022	\$1,079	\$1,136	\$1,193	\$1,249	\$1,306
4	400-495	\$25,097	\$26,579	\$28,055	\$29,532	\$31,008	\$32,485	\$33,962
		\$13.94	\$14.76	\$15.58	\$16.40	\$17.22	\$18.03	\$18.86
		\$1,115	\$1,181	\$1,247	\$1,312	\$1,378	\$1,443	\$1,509
5	500-595	\$28,992	\$30,699	\$32,414	\$34,105	\$35,819	\$37,510	\$39,225
		\$16.10	\$17.05	\$18.00	\$18.94	\$19.89	\$20.84	\$21.79
		\$1,288	\$1,364	\$1,440	\$1,515	\$1,591	\$1,667	\$1,743
6	600-695	\$33,491	\$35,462	\$37,439	\$39,392	\$41,368	\$43,345	\$45,322
		\$18.60	\$19.69	\$20.79	\$21.88	\$22.98	\$24.07	\$25.17
		\$1,488	\$1,576	\$1,663	\$1,750	\$1,838	\$1,925	\$2,013
6	600-695	\$38,688	\$40,964	\$43,250	\$45,512	\$47,799	\$50,061	\$52,348

Wage Schedule

POLE- Protective, Law Enforcement

Skill Level	Point Range	Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A
1	100-195	\$8.09	\$8.57	\$9.04	\$9.52	\$9.99	\$10.47	\$10.95
		\$647	\$685	\$723	\$761	\$799	\$838	\$876
		\$16,827	\$17,820	\$18,806	\$19,792	\$20,778	\$21,787	\$22,774
2	200-295	\$8.83	\$9.35	\$9.87	\$10.39	\$10.90	\$11.42	\$11.94
		\$706	\$748	\$789	\$831	\$872	\$914	\$955

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		\$18,364	\$19,448	\$20,526	\$21,604	\$22,682	\$23,760	\$24,838
3	300-395	\$9.64 \$771 \$20,041	\$10.20 \$816 \$21,214	\$10.77 \$862 \$22,407	\$11.33 \$907 \$23,576	\$11.90 \$952 \$24,746	\$12.47 \$998 \$25,938	\$13.03 \$1,043 \$27,108
4	400-495	\$10.51 \$841 \$21,871	\$11.14 \$891 \$23,163	\$11.75 \$940 \$24,448	\$12.37 \$990 \$25,732	\$12.99 \$1,039 \$27,016	\$13.61 \$1,088 \$28,301	\$14.22 \$1,138 \$29,585
5	500-595	\$11.47 \$918 \$23,868	\$12.15 \$972 \$25,273	\$12.82 \$1,026 \$26,672	\$13.50 \$1,080 \$28,071	\$14.18 \$1,134 \$29,493	\$14.85 \$1,188 \$30,892	\$15.52 \$1,242 \$32,291
6	600-695	\$12.52 \$1,002 \$26,047	\$13.26 \$1,061 \$27,590	\$13.99 \$1,119 \$29,103	\$14.73 \$1,178 \$30,640	\$15.47 \$1,238 \$32,177	\$16.21 \$1,297 \$33,713	\$16.95 \$1,356 \$35,250

Delaware County Code Compliance

Wage Schedule

PAT - SPECIAL -Code Compliance Inspectors

Skill Level	Point Range	Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A
1	100-195	\$ 12.09	\$ 12.69	\$ 13.32	\$ 13.99	\$ 14.69	\$ 15.43	\$ 16.20
		\$ 967	\$ 1,015	\$ 1,066	\$ 1,119	\$ 1,175	\$ 1,234	\$ 1,296
		\$ 25,139	\$ 26,398	\$ 27,715	\$ 29,101	\$ 30,556	\$ 32,084	\$ 33,688
2	200-295	\$ 13.62	\$ 14.30	\$ 15.02	\$ 15.77	\$ 16.55	\$ 17.38	\$ 18.25
		\$ 1,090	\$ 1,144	\$ 1,201	\$ 1,261	\$ 1,324	\$ 1,391	\$ 1,460
		\$ 28,328	\$ 29,745	\$ 31,232	\$ 32,794	\$ 34,433	\$ 36,155	\$ 37,963
3	300-395	\$ 15.40	\$ 16.11	\$ 16.92	\$ 17.77	\$ 18.66	\$ 19.59	\$ 20.57
		\$ 1,232	\$ 1,289	\$ 1,354	\$ 1,421	\$ 1,492	\$ 1,567	\$ 1,645
		\$ 32,033	\$ 33,519	\$ 35,195	\$ 36,955	\$ 38,803	\$ 40,743	\$ 42,780
4	400-495	\$ 17.29	\$ 18.16	\$ 19.07	\$ 20.02	\$ 21.02	\$ 22.07	\$ 23.18
		\$ 1,384	\$ 1,453	\$ 1,525	\$ 1,602	\$ 1,682	\$ 1,766	\$ 1,854
		\$ 35,974	\$ 37,772	\$ 39,661	\$ 41,644	\$ 43,726	\$ 45,912	\$ 48,208
5	500-595	\$ 19.49	\$ 20.46	\$ 21.49	\$ 22.56	\$ 23.69	\$ 24.87	\$ 26.12
		\$ 1,559	\$ 1,637	\$ 1,719	\$ 1,805	\$ 1,895	\$ 1,990	\$ 2,089
		\$ 40,538	\$ 42,565	\$ 44,693	\$ 46,928	\$ 49,274	\$ 51,738	\$ 54,325
6	600-695	\$ 21.96	\$ 23.06	\$ 24.21	\$ 25.42	\$ 26.70	\$ 28.03	\$ 29.43
		\$ 1,757	\$ 1,845	\$ 1,937	\$ 2,034	\$ 2,136	\$ 2,242	\$ 2,355
		\$ 45,682	\$ 47,966	\$ 50,364	\$ 52,882	\$ 55,527	\$ 58,303	\$ 61,218

Grade G Grade F Grade E Grade D Grade C Grade B Grade A

Income Maintenance Supervisor

Based on IM Woker III		12.07	12.78	13.49	14.20	14.91	15.62	16.33
Level 1 (15%)	Formula Scale	Hourly	\$13.88	14.70	15.51	16.33	17.15	17.96
		Bi-weekly	1,110.44	1,175.76	1,241.08	1,306.40	1,371.72	1,437.04
		Annually	28,871.44	30,569.76	32,268.08	33,966.40	35,664.72	37,363.04
								18.78
								1,502.36
								39,061.36

Social Services Supervisor

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Based on Social Services Worker II			16.10	17.05	18.00	18.94	19.89	20.84	21.79
Level 1 (15%)	Formula Scale	Hourly	18.52	19.61	20.70	21.78	22.87	23.97	25.06
		Bi-weekly	1,481.20	1,568.60	1,656.00	1,742.48	1,829.88	1,917.28	2,004.68
		Annually	38,511.20	40,783.60	43,056.00	45,304.48	47,576.88	49,849.28	52,121.68
Office Manager									
Based on Receptionist			9.61	10.17	10.74	11.31	11.87	12.44	13.00
Level 1 (15%)	Formula Scale	Hourly	11.05	11.70	12.35	13.01	13.65	14.31	14.95
		Bi-weekly	884.12	935.64	988.08	1,040.52	1,092.04	1,144.48	1,196.00
		Annually	22,987.12	24,326.64	25,690.08	27,053.52	28,393.04	29,756.48	31,096.00
Employment Services Supervisor									
Based on Employment Services Counselor			13.94	14.76	15.58	16.40	17.22	18.03	18.86
Level 1 (15%)	Formula Scale	Hourly	16.03	16.97	17.92	18.86	19.80	20.73	21.69
		Bi-weekly	1,282.48	1,357.92	1,433.36	1,508.80	1,584.24	1,658.76	1,735.12
		Annually	33,344.48	35,305.92	37,267.36	39,228.80	41,190.24	43,127.76	45,113.12
Building Official									
Based on Certified Plans Examiner.			18.60	19.69	20.79	21.88	22.98	24.07	25.17
Level 1 (15%)	Formula Scale	Hourly	21.39	22.64	23.91	25.16	26.43	27.68	28.95
		Bi-weekly	1,711.20	1,811.48	1,912.68	2,012.96	2,114.16	2,214.44	2,315.64
		Annually	44,491.20	47,098.48	49,729.68	52,336.96	54,968.16	57,575.44	60,206.64
Wastewater Operations Supervisor									
Based on Chemist			16.10	17.05	18.00	18.94	19.89	20.84	21.79
Level 1 (15%)	Formula Scale	Hourly	18.52	19.61	20.70	21.78	22.87	23.97	25.06
		Bi-weekly	1,481.20	1,568.60	1,656.00	1,742.48	1,829.88	1,917.28	2,004.68
		Annually	38,511.20	40,783.60	43,056.00	45,304.48	47,576.88	49,849.28	52,121.68
Wastewater Asst. Manager									
Based on Chemist			16.10	17.05	18.00	18.94	19.89	20.84	21.79
Level 2 (25%)	Formula Scale	Hourly	20.13	21.31	22.50	23.68	24.86	26.05	27.24
		Bi-weekly	1,610.00	1,705.00	1,800.00	1,894.00	1,989.00	2,084.00	2,179.00
		Annually	41,860.00	44,330.00	46,800.00	49,244.00	51,714.00	54,184.00	56,654.00
Wastewater Maintenance Supervisor									
Based on Wastewater Maint. Mechanic II			14.09	14.92	15.75	16.58	17.40	18.23	19.06
Level 1 (15%)	Formula Scale	Hourly	16.20	17.16	18.11	19.07	20.01	20.96	21.92
		Bi-weekly	1,296.28	1,372.64	1,449.00	1,525.36	1,600.80	1,677.16	1,753.52
		Annually	33,703.28	35,688.64	37,674.00	39,659.36	41,620.80	43,606.16	45,591.52
Collections Systems Supervisor									
Based on Lead Collections Operator			12.50	13.23	13.97	14.71	15.45	16.18	16.92
Level 1 (15%)	Formula Scale	Hourly	14.38	15.21	16.07	16.92	17.77	18.61	19.46
		Bi-weekly	\$1,150.00	1,217.16	1,285.24	1,353.32	1,421.40	1,488.56	1,556.64
		Annually	29,900.00	31,646.16	33,416.24	35,186.32	36,956.40	38,702.56	40,472.64
Manager of Human Resources									
Based on Personnel Coordinator			16.10	17.05	18.00	18.94	19.89	20.84	21.79
Level 1 (15%)		Hourly	18.52	19.61	20.70	21.78	22.87	23.97	25.06
		Bi-weekly	1,481.20	1,568.60	1,656.00	1,742.48	1,829.88	1,917.28	2,004.68
		Annually	38,511.20	40,783.60	43,056.00	45,304.48	47,576.88	49,849.28	52,121.68
Dog Warden									
Based on Assistant Dog Warden			12.52	13.26	13.99	14.73	15.47	16.21	16.95

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Level 1 (15%)	Formula Scale	Hourly	14.40	15.25	16.09	16.94	17.79	18.64	19.49
		Bi-weekly	1,151.84	1,219.92	1,287.08	1,355.16	1,423.24	1,491.32	1,559.40
		Annually	29,947.84	31,717.92	33,464.08	35,234.16	37,004.24	38,774.32	40,544.40
Emergency Communications Supervisor									
	Based on Training Officer		16.10	17.05	18.00	18.94	19.89	20.84	21.79
Level 1 (15%)	Formula Scale	Hourly	18.52	19.61	20.70	21.78	22.87	23.97	25.06
		Bi-weekly	1,481.20	1,568.60	1,656.00	1,742.48	1,829.88	1,917.28	2,004.68
		Annually	38,511.20	40,783.60	43,056.00	45,304.48	47,576.88	49,849.28	52,121.68
Telecommunications Officer III									
	Based on Telecommunications Officer II		11.47	12.15	12.82	13.50	14.18	14.85	15.52
Level 1 (15%)	Formula Scale	Hourly	13.19	13.97	14.74	15.53	16.31	17.08	17.85
		Bi-weekly	1,055.24	1,117.80	1,179.44	1,242.00	1,304.56	1,366.20	1,427.84
		Annually	27,436.24	29,062.80	30,665.44	32,292.00	33,918.56	35,521.20	37,123.84
EMS Manager									
	Based on Planning/Training Supervisor		16.10	17.05	18.00	18.94	19.89	20.84	21.79
Level 1 (15%)		Hourly	18.52	19.61	20.70	21.78	22.87	23.97	25.06
		Bi-weekly	1,481.20	1,568.60	1,656.00	1,742.48	1,829.88	1,917.28	2,004.68
		Annually	38,511.20	40,783.60	43,056.00	45,304.48	47,576.88	49,849.28	52,121.68
Duty Supervisor									
	Based on Medical Technician III		12.09	12.69	13.33	13.99	14.69	15.43	16.20
Level 1 (15%)		Hourly	13.90	14.60	15.33	16.09	16.90	17.75	18.63
		Bi-weekly	1,112.02	1,167.62	1,226.10	1,287.45	1,351.68	1,419.75	1,490.69
		Annually	28,912.58	30,358.21	31,878.61	33,473.79	35,143.74	36,913.39	38,757.82
Maintenance Supervisor									
	Based on Maintenance Mechanic II		14.09	14.92	15.75	16.58	17.40	18.23	19.06
Level 1 (15%)		Hourly	16.20	17.16	18.11	19.07	20.01	20.96	21.92
		Bi-weekly	1,296.28	1,372.64	1,449.00	1,525.36	1,600.80	1,677.16	1,753.52
		Annually	33,703.28	35,688.64	37,674.00	39,659.36	41,620.80	43,606.16	45,591.52
Facilities Supervisor									
	Based on Maintenance Mechanic II		14.09	14.92	15.75	16.58	17.40	18.23	19.06
Level 1 (15%)		Hourly	16.20	17.16	18.11	19.07	20.01	20.96	21.92
		Bi-weekly	1,296.28	1,372.64	1,449.00	1,525.36	1,600.80	1,677.16	1,753.52
		Annually	33,703.28	35,688.64	37,674.00	39,659.36	41,620.80	43,606.16	45,591.52

Wage Schedule

EXEC - Executive

Level	Minimum	Maximum	
1	\$24.79	33.22	Hourly
	\$1,983	\$2,657	Biweekly
	\$51,558	\$69,093	Annually
2	\$27.42	\$36.67	Hourly
	\$2,193	\$2,845	Biweekly
	\$57,027	\$73,976	Annually
3	\$30.33	\$40.65	Hourly
	\$2,427	\$3,252	Biweekly
	\$63,097	\$84,556	Annually
4	\$33.55	\$44.96	Hourly

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\$2,684	\$3,597	Biweekly
\$69,788	\$93,523	Annually

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

RESOLUTION NO. 00-545

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN MEADOWOOD AND WILSHIRE, SECTION 3, PHASES 1 AND 2:

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

Meadowood	2,960 feet of 8 inch sewer	16 manholes
Wilshire, Section 3, Phases 1 & 2	1,365 feet of 8 inch sewer	6 manholes

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

RESOLUTION NO. 00-546

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR SUMMERWOOD AND LIFT STATION AND FORCE MAIN; ARBORS AT CHESHIRE AND HIGHLAND LAKES EAST, SECTION 11, PHASE 3:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Sanitary Subdivider's Agreements:

Summerwood and Lift Station and Force Main

This agreement executed on this 3rd day of July 2000, by and between CHARLIE VINCE SUBDIVIDER, as evidenced by the SUMMERWOOD AND LIFT STATION AND FORCE MAIN Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$174,050.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 59 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$552,982.00) 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

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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 the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$35,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

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

Arbors at Cheshire

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This agreement executed on this 3rd day of July 2000, by and between BRAD HOLBERT SUBDIVIDER, as evidenced by the ARBORS AT CHESHIRE Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$61,950.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 21 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$46,277.00) 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 the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,800.00 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 \$60.00
CAMERA TRUCK \$150.00

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

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

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

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

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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.

Highland Lakes East, Section 11, Phase 3

This agreement executed on this 3rd day of July 2000, by and between DOMINION HOMES SUBDIVIDER, as evidenced by the HIGHLAND LAKES EAST, SECTION 11, PHASE 3 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$85,550.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 29 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 (\$56,000.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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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 the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,360.00 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 \$60.00
CAMERA TRUCK \$150.00

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

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

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the

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SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 00-547

IN THE MATTER OF APPROVING THE SANITARY SEWER SERVICE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND THE CITY OF WESTERVILLE:

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

AMENDMENT FOR SANITARY SEWER SERVICE

THIS AGREEMENT, made and entered into this 3rd day of July 2000, by and between the City of Westerville, Ohio, and Ohio municipal corporation (hereinafter called the "**City of Westerville**"), and Delaware County, Ohio, acting by and through its Board of County Commissioners (hereinafter called the "**County**").

WITNESSETH:

WHEREAS, an area of the **City of Westerville** of approximately 254+- acres to be developed for residential and nonresidential use, which area is shown with more particularity on the map attached as Exhibit A and incorporated herein by reference (hereinafter called "Service Area No. 1"), is situated in Delaware County, and the **City of Westerville** and the **County** have determined that upon completion of the Alum Creek Water Reclamation Facility that sewage and water from Service Area No. 1 can be treated and discharged by the **County**; and

WHEREAS, the **City of Westerville** has entered into an agreement with the City of Columbus for the provision of sanitary sewer services which includes terms and conditions for geographic areas within Delaware County where such services may be provided; and

WHEREAS, an area of the **City of Westerville** and the **County** of approximately 974 areas to be developed for residential and nonresidential use, which area is shown with more particularity on the map attached as Exhibit A (hereinafter called "Service Area No. 2"), is situated in Delaware County, and the **City of Westerville** and the **County** have determined that sewage and wastewater from Service Area No. 2 can be treated by the **City of Westerville** under the City's contract with the City of Columbus, and

WHEREAS, an area of the County of approximately 63 acres previously developed for residential use, which area is shown with more particularity on the map attached as Exhibit A (hereinafter called "Service Area No. 3), is situated in Delaware County, and the **City of Westerville** and the **County** have determined that sewage and wastewater from Service Area No 3 can be treated by the **City of Westerville** under the City's contract with the City of Columbus; and

WHEREAS, the **City of Westerville** and the County wish to set forth their agreement concerning the collection, transportation, pumping, treatment and discharge of sewage and wastewater from Service Area No. 1, Service Area No. 2 and Service Area No. 3 and the fees to be charged therefore;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, the **City of Westerville** and **County** do hereby agree as follows:

1. **The City of Westerville** shall have the right and obligation, in accordance with the provisions of this Agreement, to cause all sewage and wastewater from Service Area No. 1 to be collected and discharged into the sanitary sewer system of the **County** for treatment at and discharge from the sewage and wastewater treatment facilities of the **County**.

The **City of Westerville** shall have the right to cause all sewage and wastewater from Service Area No. 2 and Service Area No. 3 to be collected and discharged into the sanitary sewer system of the **City of Westerville** for treatment at and discharge from the sewage and wastewater treatment facilities of the City of Columbus, pursuant to the City's sewer agreement with Columbus.

2. The construction of all sanitary sewers, pump stations, service connections and other equipment and facilities necessary to provide sanitary sewer service to Service Area No. 1 shall conform to all **City of Westerville** and **County** specifications and requirements. Such construction work shall be done in accordance with detailed plans and specifications, which shall have been approved by the Sanitary Engineer for the **County** and the Engineer for the **City of Westerville**. In addition to other requirements, such plans and specifications shall include the following information:

- a. Data and calculations upon which any sewer line is based shall be typewritten on 8-1/2"X11" paper and shall include the following;
 - (1.) average domestic flow in each sewer;
 - (2.) I/I flow in each sewer;

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- (3.) peak flow in each sewer;
- (4.) the capacity of each sewer;
- b. a 2' contour topographical map (on a scale of 1"=200') to show the tributary area;
- c. a proposed lot layout or site plan;
- d. proposed sewer sizes, percentages of grade and invert elevations, and
- e. location and size of any sewage pump station and force main.

Upon completion of any such construction work and not later than sixty (60) days thereafter, accurate records and mylar drawings showing the work as actually constructed and the area of each and every tributary lot and tract shall be filed by the party constructing the same with the Sanitary Engineer of the **County** and the Engineer of the **City of Westerville**. Such drawings shall also be submitted in the form of electronic data on computer diskette.

3. The **City of Westerville** shall be responsible for the inspection of all construction work within Service Area No. 1 performed in accordance with the provisions of this Agreement, and plan review and inspection fees therefore will be collected and retained by the **City of Westerville**. The **County** shall also have the right to inspect construction work within Service Area No. 1. When the construction of the sanitary sewers, pump stations and other equipment constituting the sewage and wastewater collection system in Service Area No. 1 has been completed and accepted by the **City of Westerville**, the **City of Westerville** will become the owner thereof and be responsible for the operation and maintenance of the same.

4. The **City of Westerville** shall not at any time cause or permit storm water, roof drains or footer drains to be connected to the sanitary sewer system with Service Area No. 1 and shall adopt and make applicable and enforce within Service Area No. 1 The laws and regulations of the County relating to sewage and wastewater discharge including Chapters 1145 and 1147 of the Columbus City codes, and shall also enforce within Service Area No. 1 all other applicable laws and regulations relating to sewage and wastewater discharge. The **City of Westerville** also hereby empowers the officers and employees of the County to enforce such laws and regulations within Service Area No. 1. If, as a result of an accident or otherwise, any discharge into the **County** sanitary sewer system from Service Area No. 1 in violation of any such law or regulation occurs, the **City of Westerville** shall use its best efforts to notify the **County** as soon as possible within twenty-four (24) hours thereafter in order that corrective action may be taken to protect the **County's** treatment facilities. In addition, a written report detailing the date, time and cause of any such discharge and the quantity and characteristics of the discharge shall be filed with the **County** by the **City of Westerville** within twenty-one (21) days thereafter.

5. The **City of Westerville** shall pay to the county usage fees based upon; the actual usage in Service Area No. 1 and at the **County's** current usage rate plus a 50% surcharge (based upon metered flow). The following maximum flows will be permitted to be discharged from Service Area No. 1:

Rosselot Tract	376 units at 290 gpd/unit
Zumstein tract	640 units at 290 gpd/unit

The **City of Westerville** agrees to install flow meters and the necessary equipment to connect to the **County** scada system at all locations where a sewer from the **City of Westerville** connects to the **County** system. The **County** will then bill the **City of Westerville** for the metered usage once each quarter.

6. Upon the successful completion of the meter installations, the **City of Westerville** may issue connection permits.

7. The **City of Westerville** agrees that the **County** may construct and utilize an effluent line for treated wastewater upon the following terms and conditions:

- a. The effluent line shall be located as delineated on the map attached hereto as 'exhibit B' and incorporated herein by reference.
- b. The **City of Westerville** agrees to allow the **County** to construct an effluent line located within the existing Africa road right-of-way in the **City of Westerville**.

8. The **County** agrees to cooperate with the **City of Westerville** with regards to conveyance to the **City of Westerville** of the existing right-of-way from Worthington Road abutting the Zumstein tract and Pinque tract. The **County** further agrees to cooperate with the **City of Westerville** in the annexation of such road right-of-way to the **City of Westerville**.

9. The parties hereto shall review the terms of this Agreement on or about each anniversary of the date hereof and shall make such amendments hereof as shall be necessary in order to accommodate any changes in technical requirements indicated by conditions existing at the time of the review.

10. This agreement constitutes the entire agreement of the parties hereto regarding the subject matter hereof, shall become effective as of the date hereof and shall remain in effect until terminated by agreement of the parties. No amendment or modification of any provision hereof shall be effective unless set forth in writing and executed by the parties hereto.

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

RESOLUTION 00-548

IN A MATTER OF AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DONALD EAGER AND ASSOCIATES FOR THE PROVISION OF FY 99 FORMULA CDBG FAIR HOUSING CDBG CONSULTING SERVICES:

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the execution of the resolution:

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

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, funding, in the amount of Three Thousand Dollars (\$3,000) has been provided to Delaware County through the FY 99 CDBG Formula Program for Fair Housing activities.

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

Section 1. That the Delaware County Commissioners determine that based on the approved application for CDBG FY 99 Formula funds which lists Donald Eager & Associates as the Fair Housing Consultant Coordinator for the County, and on the basis of price and experience, that Donald Eager and Associates is the best entity to provide fair housing consulting services to Delaware County.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Fair Housing Consulting Services with Donald Eager & Associates for the FY 99 CDBG Program in an amount not to exceed Three Thousand Dollars (\$3,000).

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

RESOLUTION NO. 00-549

10:10 AM -IN THE MATTER OF PUBLIC HEARING NO. 2 FOR THE COUNTY’S FY 2000 CDBG PROGRAM:

Hearing Opened at 10:10 AM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to Close the Hearing at 10:25 AM.

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

RESOLUTION NO. 00-550

IN THE MATTER OF AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR THE FISCAL YEAR 2000 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE SMALL CITIES FORMULA PROGRAM:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approved the following resolution:

WHEREAS, the Ohio Department of Development has allocated \$127,000 in the Fiscal Year 2000 Small Cities Community Development Block Grant (CDBG) funds under the Formula Program to Delaware County, and

WHEREAS, Delaware County has conducted its first public hearing concerning the CDBG program on April 10, 2000, and has conducted a second public hearing on the proposed application on July 3, 2000. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program.

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

Section 1. That the County Administrator is hereby authorized to make application for \$127,000 of Community Development Block Grant Small Cities Formula Program funds. \$56,000 of said funds shall be used for drainage facility improvements in the Village of Ashley; \$60,000 shall

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be used for drainage facility improvements in the Village of Shawnee Hills; \$5,000 shall be used to update the County's Comprehensive Housing Improvement Strategy (CHIS); \$3,000 shall be used for Fair Housing educational activities; and \$3,000 shall be used for Program Administration. Included with said application will be all necessary program assurances.

Section 2. That this resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 00-551

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF SHAWNEE HILLS' DRAINAGE FACILITY PROJECT IN ADDITION TO FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2000 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM FOR THIS PROJECT:

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

WHEREAS, Delaware County has applied for \$60,000 in the Fiscal Year 2000 Small Cities Community Development Block Grant (CDBG) funds under the Formula Program for drainage facility improvements in the Village of Shawnee Hills, Ohio, and

WHEREAS, the total cost of this project is estimated to be \$132,000, and

WHEREAS, it is anticipated that the Village of Shawnee Hills will also apply for Ohio Public Works Commission State Issue II funds to partially finance this drainage facility improvements project, and

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

WHEREAS, the CDBG funds to be utilized in the Shawnee Hills drainage facility improvements project will meet the needs of the community's low and moderate income households.

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

Section 1. That the Delaware County Board of Commissioners hereby approved an RLF infrastructure grant in the amount of \$40,000 to further assist in the construction of drainage facility improvements in the Village of Shawnee Hills, Ohio.

Section 2. Upon passage of this resolution, approval by the Ohio Department of Development, and clearance of ERR timeframes, the President of the Board shall be authorized to file the necessary forms with the Ohio Department of Development to secure said financing.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners

**Special Session
July 7, 2000**

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RESOLUTION NO. 00-552

IN THE MATTER OF ACCEPTING AND AWARING THE BID SUBMITTED BY GEORGE J. IGEL COMPANY FOR THE "THE PARK" AT GREIF BROTHERS:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the bid:

Whereas, Delaware County went out to bid and bids were taken on July 3, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by George J. Igel Company has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the base bid and alternate submitted by George J. Igel Company in the amount of \$1,663,148.97 for "The

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners