

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 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 Ferric Chloride Solution

10:30 AM – Bid Opening for EMS Vehicles

8:00 AM – Duncan Whitney, County Prosecutor (Didn't Show)

RESOLUTION NO. 00-824

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 8:10 AM:

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

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

RESOLUTION NO. 00-825

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:56 AM:

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

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

RESOLUTION NO. 00-826

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD OCTOBER 2, 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 October 2, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT - None

PRESENTATION – KIMBERLY VERAAS, SUPERVISOR OF DELAWARE/UNION EDUCATIONAL SERVICE CENTER- USE OF PREVENTION, RETENTION, CONTINGENCY RESERVE DEVELOPMENT FUNDS

RESOLUTION NO. 00-827

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 284306 THROUGH 284902:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 284306 through 284902 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-828

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mrs. Martin to modify the travel request of Joe Scherler for mileage and remove the Clerk of Courts request:

Juvenile Court is requesting that Michelle Delery and Steve Hanson attend the Comprehensive Drug Court Coordinator's Training at Williamsburg, Virginia on November 28 through December 2, 2000, in the amount of \$3,043.00.

Juvenile Court is requesting that Susan Bail Hummel attend the E-Leaning Course on the Internet on October 15, 2000, through April 30, 2001, in the amount of \$600.00.

Juvenile Court is requesting that Terrie Clinger attend the Judicial College Course at Columbus on October 27, 2000, in the amount of \$50.00.

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Juvenile Court is requesting that Todd Friedel attend the Conference on Empowering with Social Skills at King Island Convention Center on November 8, 2000, in the amount of \$109.00.

Probate is requesting that Marcia Kiggins attend the Annual Court Investigator's Continuing Education Course at Columbus on October 23, 2000, in the amount of \$130.00.

Department of Job and Family Services is requesting that Mary Sedlacek attend the Ohio Home Care Informational Session at Marion, Ohio on October 12, 2000, at no cost.

Sanitary Engineer is requesting that Bryan Fox attend the OWEA Southeast Section Meeting at Newark, Ohio on October 12, 2000, in the amount of \$15.00.

Sanitary Engineer is requesting that Bryan Fox attend the OTCO Water and Wastewater Laboratory Training at Columbus on November 16 through November 17, 2000, in the amount of \$350.00.

Sanitary Engineer is requesting that Paul Sandstrom attend the Advanced QA/QC Program at Columbus on November 17, 2000, in the amount of \$175.00.

Buildings is requesting reimbursement for mileage and parking that Joe Scherler had while attending the Code Official Seminar at Chicago on February 8 through February 11, 2000, in the amount of \$160.50.

Buildings is requesting that Fred Fowler, Joe Scherler, Beverly Pittman and Sandy Lewis attend the Arc View Training at Ohio Wesleyan University on November 20 through November 21, 2000, in the amount of \$280.00.

County Engineer is requesting that Chris Bauserman, Larry Witt and John Link attend the 2000 Superintendent's and Mechanic's Conference and Trade Show at Deer Creek State Park on October 11 through October 12, 2000, in the amount of \$336.00.

County Engineer is requesting that Scott Pike attend the Ohio Storm Water Management & Drainage Conference at Columbus on October 25 through October 26, 2000, in the amount of \$90.00.

County Engineer is requesting that Ryan Mraz, Robert Riley, Steve Savon and Scott Pike attend the Arc View Training at Ohio Wesleyan University on November 20 through November 21, 2000, in the amount of \$280.00.

EMS is requesting that eleven employees attend the ACLS Refresher Class at Grady Memorial Hospital on October 11, 2000, in the amount of \$450.00.

Clerk of Court is requesting that Betty Porter and twelve Deputy Clerks attend the Ohio Clerk of Courts Association at Waldo, Ohio on October 17, 2000, in the amount of \$325.00.(CANCELLED)

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

RESOLUTION NO. 00-829

**IN THE MATTER OF PROCLAIMING OCTOBER 23-31, 2000 NATIONAL RED RIBBON WEEK
DELAWARE COUNTY, OHIO:**

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

Whereas, The National Federation of Parents for Drug Free Youth Has Designated the Week of October 23-31, 2000; and

Whereas, The Delaware County Commissioners in conjunction with the County Commissioners Association of Ohio with over 30 other statewide organizations, and with the Ohio Parents for Drug Free Youth in a statewide coalition to involve all eighty-eight (88) counties in prevention activities; and

Whereas, The State theme for Red Ribbon Week is united for a Drug Free Ohio and alcohol and other drug abuse in this nation has reached epidemic stages, and the 15 to 24 year old age group is dying at a faster rate than any other age group; and alcohol and other drug problems kill 2700 Ohioans and cost Ohio over \$7.2 billion a year, and

Whereas, Commissioners Deborah Martin, Jim Ward, and Donald Wuertz are adopting this resolution urging Delaware County residents to increase their awareness of substance abuse, to participate in a unified commitment toward a drug free America and support community prevention activities; and

Whereas, We the Commissioners praise the anti-drug efforts of The Delaware County Red Ribbon Coalition which represents all aspects of the community; and

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Whereas, Achieving a drug-free Ohio and drug-free America will require a commitment from all of us;
and

Now Therefore, We The Board of County Commissioners of Delaware County Do Hereby Proclaim October 23-31, 2000, as Red Ribbon Week in Delaware County, and Encourage all Citizens of Delaware County to Participate in Prevention Activities Throughout the County.

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

RESOLUTION NO. 00-830

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

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

NEW FUND

133-06-1330 Prosecutors Victims of Crime Grant
Special Revenue Fund

RENAME FUND

048-01-4810 Emergencies Services Capital Fund
Capital Projects Fund

RECLASSIFY FUND

077-01-7710 077-01-7710
Special Revenue Fund Agency Fund

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
133-1330-010	Prosecutors Victims of Crime Grant - Salaries	\$ 4,400.00
133-1330-011	Prosecutors Victims of Crime Grant - Benefits	\$ 1,167.00
133-1330-012	Prosecutors Victims of Crime Grant - Medicare	\$ 64.00
133-1330-020	Prosecutors Victims of Crime Grant - Srvs & Chrgs	\$ 395.00
133-1330-040	Prosecutors Victims of Crime Grant - Equipment	\$ 150.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0620-010 Gen Fund/Vic Asst – Salaries	001-0620-047 Gen Fund/Vic Asst - Transfers	\$ 1,231.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
001-0620-047 Gen Fund/Vic Asst – Transfers	133-1330-087 Prosecutors Victims of Crime Grant - Transfers-in	\$ 1,231.00
111-4530-047 Childrens Services – Transfers	003-4520-087 JFS - Transfers-in	\$ 394,401.45

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

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RESOLUTION NO. 00-831

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY THOMAS HESTON, JR. ON THE CHADWICK DITCH #135:

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

WHEREAS, on this 9TH day of October, 2000, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Thomas Heston, Jr. petitioner, to:

1. At the east property line of Tom Heston on the existing Chadwick Ditch #134, proceeding along the existing tile main approximately 6400 feet to a good and sufficient Outlet.
2. Two Lateral improvements at location commencing on lateral #1 of the Chadwick Ditch at the south Property line of Edward F. Shively and proceeding north, 2000 feet along said tile to the point where it intersects the Chadwick main tile. Second commencing on an unnamed lateral of the Chadwick Ditch on the east side of Condit Road at a point 450 feet south of Meredith State Road and proceeding along the lateral approximately 1000 feet to Chadwick main tile.
3. General improvements to the drainage
4. Replace or Repair existing tile
5. Construct ditches or swales to eliminate existing drainage problems

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **13th day of November, 2000, at 1:30 PM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **4th day of December, 2000, at 7:30 P.M.** at the Office of the Board of County Commissioners, Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 00-832

IN THE MATTER OF APPROVING THE PLATS FOR IL TROVATORE SUBDIVISION; WALKER WOOD, SECTION 9; WALKER WOOD, SECTION 12; U.S. 23/POWELL RETAIL CENTER; RIVER BEND, SECTION 1, PHASE 2; SCIOTO RESERVE, SECTION 4, PHASE 3 AND MARKET AT BIG BEAR:

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

IL Trovatore Subdivision

Situated in the Township of Kingston, County of Delaware, State of Ohio, and being part of Farm Lot 2,-Quarter Township 2, Township 5, Range 17 in the United States Military Lands. Being a subdivision of 8.254 Acres out of an original 12.175 Acre Tract owned by Vista Land Company, LLC as recorded in original Record Volume 15, Page 350 in the Delaware County Recorder's Office. Lot fee in the amount of \$15.00.

Walker Wood, Section 9

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 23, Quarter Township 4, Township 3, Range 18, United States Military Lands, containing 11.863 Acres of land, more or less, said 11.863 acres being comprised of part of each of those tracts of land conveyed to Planned Communities, Inc. by deeds of record in Deed Book 618, Page 316, (9.393 Acres) Deed Book 618, Page 571, Deed Book 618, Page 575, Deed Book 618, Page 579, Deed Book 618, Page 583, (2.466 Acres) and Deed Book 618, Page 365, (0.004 Acre), all being records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$33.00.

Walker Wood, Section 12

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Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 23, Quarter Township 4, Township 3, Range 18, United States Military Lands, containing 10.156 Acres of land, more or less, said 10.156 acres being comprised of part of tracts of land conveyed to Planned Communities, Inc. by deeds of record in Deed Book 618, Page 316, (1.753 Acres), Deed Book 618, Page 571, Deed Book 618, Page 575, Deed Book 618, Page 579, Deed Book 618, Page 583, (7.334 Acres) and Deed Book 618, Page 365, (1.042 Acres), all being records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$72.00.

U.S. 23/Powell Retail Center

Situated in the States of Ohio, County of Delaware, Township of Orange and in Farm Lot 5 and Farm Lot 15, Section 3, Township 3, Range 18, United States Military Lands, containing 19.362 Acres of land, more or less, said 19.362 Acres being part of that tract of land conveyed to Continent AL/Eagle 1, LLC, by deed of record in Official Record 671, Page 166, Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$21.00.

River Bend, Section 1, Phase 2

Situated in the Township of Orange, County of Delaware, State of Ohio, located in part of Farm Lot 17, Section 3, Township 3, range 18, United States Military Lands, being a 12.915 Acre Subdivision, all being out of an original 92.315 Acre Tract conveyed to Planned Communities, Inc. as recorded in Deed book 654, Page 693; all references being to the records of the recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$81.00.

Scioto Reserve, Section 4, Phase 3

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Section 2, Township 3, Range 19 West, United States Military Lands District containing 3.780 Acres in Farm Lot 29, and 5.240 Acres in Farm Lot 30, being 9.020 Acres, more or less, including 1.910 Acres of right-of-way, out of the 221.136 Acre Tract conveyed to Home Road Ltd. in Deed Volume 672, Page 284, of record in the Delaware County Recorder. Lot fee in the amount of \$93.00.

Market at Big Bear

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 11, Quarter Township 3, Township 3, Range 19, United States Military Lands, containing 33.963 Acres of land, more or less, as the same is as designated and described in the deed to Planned Equities Development Company, Ltd. of record in Deed Book 617, Page 360, Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$21.00.

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

RESOLUTION NO. 00-833

IN THE MATTER OF APPROVING THE SUBDIVIDER’S AGREEMENTS FOR GREEN MEADOWS DRIVE WIDENING; U.S. 23/POWELL ROAD RETAIL SITE AND THE GATES AT HOOVER:

It was moved by _____, seconded by _____ to approve the subdivider’s agreements:

Green Meadows Drive Widening

THIS AGREEMENT made and entered into this 9th day of October 2000, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **MONDO ONE, LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**GREEN MEADOWS DRIVE WIDENING**” which was approved by the County Engineer on 9/25/00, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **NINETY-ONE THOUSAND THREE HUNDRED SEVENTY DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “*Delaware County Engineering and Surveying Standards for Subdivision Development*” and the current “*Subdivision Regulations of Delaware County, Ohio*”.
- 4) The **SUBDIVIDER** shall deposit **SEVEN THOUSAND FOUR HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
- 5) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

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- 6) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 7) The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER, 2001**.
- 8) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**.
- 9) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 10) If the **SUBDIVIDER** should 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**.
- 11) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 12) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

U.S. 23/Powell Road Retail Site

THIS AGREEMENT executed on this 9th day of October 2000, between **CONTINENTAL REAL ESTATE** as evidenced by the **U.S. 23/POWELL ROAD RETAIL SITE** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 9/25/00, 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 or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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

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

ROADWAY AND STORM DRAINAGE

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

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

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his

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approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

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

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

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

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

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

The Gates at Hoover

THIS AGREEMENT made and entered into this 9th day of October 2000, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROBERT WEILER, JR.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**THE GATES AT HOOVER**" which was approved by the County Engineer on October 2, 2000, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.

The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.

The **SUBDIVIDER** shall deposit **NINE THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.

The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.

The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2001**.

The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**"

The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

If the **SUBDIVIDER** should 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**.

Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

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

Vote on Motion

Mr. Ward

Mrs. Martin

Mr. Wuertz

RESOLUTION NO. 00-834

IN THE MATTER OF ACCEPTING ROADS IN MEDALLION ESTATES, SECTION 9:

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

- An extension of 0.44 mile to **Township Road Number 725, Medallion Drive West**
- **Water Willow Court**, to be known as **Township Road Number 935**

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

RESOLUTION NO. 00-835

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN MEDALLION ESTATES, SECTION 9:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize stop conditions at the following locations:

- On Township Road Number 935, Water Willow Court, at its intersection with Township Road Number 725, Medallion Drive West

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

RESOLUTION NO. 00-836

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000131	Sprint Telephone	Mink Street Road	Bury telephone cable
U000132	Del-Co Water	3B's&K Road	Install waterline
U000134	Suburban Natural Gas	Village of Oak Creek 10B	Install gas main

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

RESOLUTION NO. 00-837

IN THE MATTER OF ACCEPTING THE AMENDED DITCH INSPECTION REPORT AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2001:

It was moved by Mr. Wuertz, seconded by Mr. Ward to accept the Amended Ditch Inspection Report and establish percentage of maintenance assessments for 2001, as follows:

Ditch Name	Percentage
Byrn Mawr, Section 2	2%
Cheshire Cove, Phase 1	2%
Covington Meadow, Section 1	2%
Liberty Lakes, Section 3	2%
Medallion Estates, Section 10, Phase 1	2%
Medallion Estates, Section 10, Phase 2	2%
Scioto Reserve, Section 3, Phases 1 & 2	2%
Sherbrook, Phase 6	2%
Westerville Reserve, Phases 1 & 2	2%
Wilshire Estates, Section 3, Phase 1	2%
Wilshire Estates, Phase 3, Phase 2	2%

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

RESOLUTION NO. 00-838

IN THE MATTER OF APPROVING THE ESTIMATE AND PLANS FOR SOUTH OLD 3C BRIDGE REPLACEMENT:

It was moved by Mr. Ward , seconded by Mr. Wuertz to approve the following estimate and plans.

South Old 3C Bridge Estimate \$50,200.00

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

RESOLUTION NO. 00-839

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IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND AMBER MILLER:

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

Amber Miller

This contract is entered into on October 9, 2000 between the Delaware County Department of Job and Family Services ("Department") and Amber Miller, a certified Type B Family Child Care Home, ("Provider"), located at 732 Holly Road, Delaware, Ohio 43015 whose telephone number is (740) 369-3313. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from October 9, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
 - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit ___, if applicable).
 - (1) **Basic Rates:** (All rates are per hour)

\$1.95
 - (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

None
 - (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
 - (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit ___, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
 - (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
 - (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
 - (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
 - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly

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deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.

6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
- X Department.
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
Provider
ChildCare Resource and Referral agency serving the county.
- (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
- (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
- (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject

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to investigation and termination of this contract.

12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
 - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.
In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.
17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

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

RESOLUTION NO. 00-840

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE CITY-COUNTY HEALTH DEPARTMENT:

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

**Delaware County Department of Job and Family Services
PRWORA Eligibility Outreach Agreement**

Delaware City-County Health Department, agrees to provide for Delaware County Department of Job and Family Services the following service:

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Execute countywide Healthy Start Outreach/Educational Program pursuant to proposal, August 1, 2000.

- A. The provider understands and agrees that services must be provided during the period of: 8/1/2000 through 6/30/3001 and that the services will be paid at the following rate: actual expenses up to \$55,458 provided that local match of 10% of total budget of \$61,003 is provided and documented. Reimbursement will be made monthly upon receipt of billing and reporting in format prescribed by the Department.
- B. The provider understands and agrees that payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state and federal funds.
- C. The provider agrees to submit an invoice and report of activities to the department monthly. The Department agrees to review the invoices and authorize, with adjustments, if needed, reimbursement for services provided within 15 working days of receipt of invoice.
- D. The provider agrees that the use or disclosure of any information by the provider concerning recipients for any purpose not directly connected to delivery of purchased services is prohibited.
- E. The provider understands and agrees that this written agreement supercedes all oral agreements.
- F. The provider agrees to hold harmless the County Department of Job and Family Services, the Delaware County Board of County Commissioners and the Ohio Department of Job and Family Services against all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement.
- G. The provider agrees to maintain compliance with the state, federal and local regulations which govern the provision of this service.
- H. The Department and provider agree that in the performance of this agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons serviced under this agreement.
- I. No modifications to this agreement shall be effective until reduced to a writing and signed by both parties, except that in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this agreement, such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- J. The provider agrees to send a three-week advance notice to the Delaware County Department of Job and Family Services of intent to reference the statewide 1-800 ODJFS Consumer Hotline for the purpose of any local media spots or mass mailings.
- K. The provider agrees to send informational copies of all printed materials developed for use within the county and a copy of the final script for media spots that will be aired.
- L. This agreement may be terminated by the provider or the Department upon seven calendar days written notice. Failure to honor the terms of this agreement and/or the related state, federal, or local regulations shall result in immediate termination of this agreement.

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

RESOLUTION NO. 00-841

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN DELAWARE COUNTY AND THE CITY OF DELAWARE FOR A BACKUP OFFICIAL ON STAFF OR UNDER CONTRACT AS A PART OF THE OHIO BOARD OF BUILDING STANDARDS:

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

THIS AGREEMENT made and entered into this 9th day of October by and between **Delaware County, Ohio**, through the Board of County Commissioners, hereinafter called "COUNTY" and **The City of Delaware**, through City Council, hereinafter called "CITY".

WITNESSETH:

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Whereas, the CITY and COUNTY are required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements.

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. The CITY and COUNTY shall provide backup building official services on an as needed basis to each other. Both the CITY and the COUNTY agree to maintain in their employment for the term of this AGREEMENT, personnel currently certified by the State of Ohio as a building official.
- B. The CITY and COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employed building official.
- C. The CITY and COUNTY shall maintain, at their own expense, the necessary codes and standards necessary for the execution of the building official services.
- D. Transportation shall be furnished by the jurisdiction providing the backup building official services.
- E. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup building official services.

SECTION 2 – BASIS OF PAYMENT

- A. Each party shall be compensated by payment for services based upon the hourly costs and reimbursable expenses fee schedule below.

Building Official	\$50/Hr.
Reimbursable Expenses	At Cost

- B. Each party shall provide a report annually for services rendered throughout the year. The report shall consist of a fully itemized account of the services performed. Reports shall indicate the dates of service, permit and/or project name, and the time spent on each.
- C. Services shall be exchanged (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s). The party providing the greater amount of hours shall invoice the other party for the difference in hours.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

SECTION 3-GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence October 9, 2000, and will run for a period of one year from said date. The AGREEMENT may be renewed for one-year periods upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Each party, for which services are performed, shall defend, at its own expense, the building official performing the duties in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgements obtained against the building official, its officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.

It is expressly agreed that the inspection services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed. The CITY and COUNTY therefore, further agree that the indemnification provided herein will not be provided if it is determined that the other party or any of its officers, agents or employees has acted with malicious intent, reckless

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disregard, discrimination, harassment, or has generally abused the discretion afforded under these inspection services.

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

RESOLUTION NO. 00-842

IN THE MATTER OF APPROVING CHANGE ORDER #2 WITH COMPLETE GENERAL CONSTRUCTION COMPANY FOR ALUM CREEK EFFLUENT LINE AND FORCE MAINS- POWELL ROAD SEGMENT:

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

Original Bid Proposal	\$4,161,888.00
Previous Change Order	40,723.88
Increase Change Order	117,534.44
 Total Contract Price	 \$4,320,146.32

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

RESOLUTION NO. 00-843

IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY HVC, INC. FOR SUPERFLOC 4518:

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

Whereas, Delaware County went out to bid and bids were taken on August 28, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by HVC, Inc., Medina, Ohio 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 bids submitted by HVC, Inc., in the amount of \$1.51 per pound for the polymer.

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

RESOLUTION NO. 00-844

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE RECYCLE OHIO GRANT:

It was moved by Mr. Ward, seconded by Mr. Wuertz, to approve the quarterly Report of the Recycle Ohio Grant.

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

RESOLUTION NO. 00-845

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN LAKES OF POWELL, SECTION 5 AND SHERBROOK, PHASE 6, PART 2:

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

Lakes of Powell, Section 5	2,350 feet of 8 inch sewer	19 manholes
	495 feet of 15 inch sewer	

Sherbrook, Phase 6, Part 2	400 feet of 8 inch sewer	1 manhole
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Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 00-846

IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR HIGH PARK CENTER; ALUM CREEK INTERCEPTOR EXTENSION AND HARBOR POINTE OFFSITE FORCE MAIN:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve sanitary sewer plans for High Park Center, Alum Creek Interceptor Extension and Harbor Pointe Offsite Force Main submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 00-847

IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:

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

Kerry Nixon has resigned her position as Med Tech I for EMS; effective date of resignation is October 6, 2000.

Julia Morey has resigned her position as Income Maintenance Worker 3 for Job and Family Services; effective date of resignation is October 13, 2000.

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

RESOLUTION NO. 00-848

IN THE MATTER OF APPOINTING A DELAWARE COUNTY CHILD FATALITY REVIEW BOARD:

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

Whereas, House Bill 448 requires a county to establish a Child Fatality Review Board, and

Whereas, House Bill 448 requires a Board of County Commissioners to appoint the Health Commissioner of a General Health District to establish a Child Fatality Review Board to review deaths of children under 18, and

Whereas, The Delaware City-County Board of Health has established a Child Fatality Review Board in conjunction with Union County in 1995 to protect the public health, and

Whereas, Section 301.622 of the Ohio Revised Code requires that the Health Commissioner select six members to serve on a Child Fatality Review Board along with the Health Commissioner

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

Section I. That the Delaware County Commissioners appoint the Health Commissioner of the Delaware City – County General Health District to establish a County Child Fatality Review Board.

Section II. That the Health Commissioners appoint the members of the Board as required by the Ohio Revised Code. The Child Fatality Review Board shall consist of the County Coroner or designee; The County Sheriff or the chief of police who serves the greatest population in the county or designee; The executive director of a public children services agency or designee; a public health official or designee; The executive director of a board of alcohol, drug addiction, and mental health services or designee; a physician who currently practices pediatric or family medicine.

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

RESOLUTION NO. 00-849

IN THE MATTER OF DESIGNATING A DELAWARE COUNTY TUBERCULOSIS CONTROL UNIT:

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

Whereas, Senate Bill 173 requires a county to establish a County Tuberculosis (TB) Control Unit, and

Whereas, Senate Bill 173 allows a Board of County Commissioners to appoint the General Health District as the TB Control Unit, and

Whereas, for decades the county commissioners have had the burden of an unfunded mandate requiring counties to pay for TB control and treatment

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

Section I. That the Delaware County Commissioners designate the Delaware City – County General Health District as the TB Control Unit.

Section II. That the Delaware City – County General Health District, as the TB Control Unit, will be

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responsible for ensuring that TB treatment is made available to all individuals with TB who reside in Delaware County.

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

RESOLUTION NO. 00-850

IN THE MATTER OF APPROVING THE APPLICATION AND ACCEPTING THE AWARD OF THE PROSECUTORS VICTIMS OF CRIME GRANT:

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

Whereas, The Delaware County Office of Victims Assistance (DCOVS) would like to provide additional services to those Delaware County residents affected by crime, and

Whereas, DCOVS has applied for a Victims of Crime Grant through the Ohio Attorney General’s Office to provide additional funding for additional staffing

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio

That the Board of County Commissioners approves of the grant application and accepts the Prosecutors Victims of Crime Grant in the amount of \$21,814.00

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

RESOLUTION NO. 00-851

IN THE MATTER OF APPROVING THE MODIFICATION AND EXTENSION OF THE LEASE BETWEEN DELAWARE COUNTY COMMISSIONERS AND BROWN RODMAN PARTNERSHIP FOR THE JUVENILE COURT BUILDING:

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

MODIFICATION AND EXTENSION OF LEASE

This Agreement is made and entered into by and between Brown Rodman Partnership, an Ohio General Partnership, hereinafter referred to as the Lessor, and The Board of County Commissioners of Delaware County, Ohio, hereinafter referred to as the Lessee, for the purpose of modifying and extending the terms and conditions of a Lease entered into by and between the Lessor and the Lessee on or about May 17, 1993.

WITNESSETH:

WHEREAS, the Lessor and the Lessee are mutually desirous of modifying the terms and conditions of the Lease (“original Lease” herein);

WHEREAS, the Lessee desires to lease additional office space (“additional office space” herein) for its needs;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

Section I. Original Lease Provisions.

1. Original Lease Provisions to Remain in Effect. Except as expressly provided herein, all of the provisions and all terms and conditions of the original Lease dated on or about May 17, 1993 shall continue to apply and shall remain in full force and effect throughout the term of the Lease as modified and extended herein and each and all of its terms are herein incorporated by reference as fully and completely as if set out at length herein.

2. Relationship of Original Term and Extension: As to the leased premises described in the original Lease (“original leased premises” herein) the term of the original Lease is extended until December 31, 2006. As to the original leased premises, all of the terms and conditions of the original Lease shall continue in effect until December 31, 2001 at which time certain of the terms and conditions contained in the original Lease shall be modified as provided in Section II hereof for the remainder of the term of the Lease as extended as to the original leased premises.

Section II. Provisions Related to the Leasing of Additional Office Space and Facilities.

1. Additional Office Space. The Lessee agrees to rent additional office space from the Lessor and Lessor agrees to rent additional office space to the Lessee. The additional office space being is comprised of

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approximately 2940 square feet in the same building in which the original leased premises is situated essentially adding the use of the upper floor of the building (second floor as it fronts on Sandusky Street and third floor as it fronts on Central Avenue) which will then give the Lessee the use of the entire building for the uses and purposes permitted under the terms of the original Lease. The building and real estate are also identified by tax parcel numbers 519 431 0503400 and 519 431 0503600. In order to make the additional space suitable and accessible to the Lessee for the Lessee's use, the parties have agreed that the Lessor will cause certain improvements to be made upon the execution of this Lease, including, but not limited to, the installation of an elevator and other physical improvements which are more fully delineated on Appendix A attached to this agreement and any other plans and specifications identified in Appendix A all of which are incorporated by reference in this agreement as fully and completely as if set out at length herein. The additional office space will be occupied by the Lessee as soon as possible after the necessary renovations are completed (the targeted date is January 1, 2001) but no part of the additional space shall be occupied by the Lessee until such renovations are completed.

2. Rent for Additional Office Space. Commencing on the first day of the first full month following the completion of renovations by the Lessee, whether or not occupied by the Lessee, the Lessee shall pay additional rent to the Lessor in the sum of \$3,000.00 per month for the additional office space during the remaining term of this Lease as extended. Such rent shall be in addition to the rent for the original leased premises. Further, if the Lessee takes occupancy of the additional office space more than seven days before the last day of any month, rent shall be prorated for such part month based upon a fraction, the numerator of which is the number of days during such month during which the Lessee has occupied the additional office space and the denominator of which is the total number of calendar days in such month multiplied by the full monthly rental of \$3000.00 which amount shall be paid with the regular rent for the first full month when due.

3. Repairs and Maintenance for Additional Office Space. Repairs and maintenance of the additional office space shall be handled in the same manner as provided in paragraph 21 of the original Lease.

4. Delays in Construction. The Lessor shall not be responsible for delays in construction resulting from lack of approved building plans and or other matters beyond the control of the Lessor.

Section III. Provisions Related to the Extension of the Original Term and Modification of Other Terms.

1. Extended Lease Term; Early Termination by Lessee. As to both the original leased premises and the additional office space, the lease term has been extended and shall terminate on December 31, 2006 unless earlier terminated as provided herein. The Lessee shall have the right to terminate the Lease as modified and extended in its entirety, but not in part, as of December 31, 2005 or the last day of any month thereafter with six at least (6) months advance written notice to the Lessor.

2. Rent Provisions Effective January 1, 2002.

A. Base Rent for Original Leased Premises. Effective as of January 1, 2002 and thereafter during the extended term of the Lease, the base rent for the original leased premises shall be \$14,625.00 per month through and inclusive of the extended lease term ending on December 31, 2006 or any earlier termination date as permitted under the limited right of termination under paragraph 1 of this section.

B. Total Base Rent Effective as of January 1, 2002. The total monthly base rent for the remainder of the extended lease term shall be \$17,625.00 per month inclusive of \$14,625.00 per month for the original leased premises as set out in a preceding paragraph and \$3,000.00 per month for the additional office space as set out in Section II, paragraph 2.

C. Modification of Additional Rent Provisions as of January 1, 2002. The provisions of paragraph 21 of the original Lease as to maintenance and repairs shall continue to apply in full force and effect as of January 1, 2002 for the remainder of the extended lease term as to both the original leased premises and the additional office space. Commencing on January 1, 2002 and thereafter until the Lease, (as extended) is terminated, the Lessee shall pay all real estate taxes coming due for tax parcel numbers 519 431 0503400 and 519 431 0503600 and shall pay the total hazard insurance premiums incurred by the Lessor during such period of time for the building occupied by the Lessee pursuant to the terms of this agreement with building coverage of at least \$930,000.00 (present coverage) and such greater amount as the Lessor's lender may require or the Lessor's insurance carrier may determine to be reasonably necessary to adequately insure the premises. Effective as of January 1, 2002, paragraph 5 of the original Lease shall no longer have application except to the extent that the obligation to pay additional rent has been incurred but not yet paid by the Lessee prior to January 1, 2002. Effective as of January 1, 2002, the additional rent provisions contained in paragraph 6 of the original Lease shall no longer have application except to the extent that the obligation to pay additional rent has been incurred but not yet paid by the Lessee prior to January 1, 2002 and in no event shall provisions related to the payment of additional rent under the before January 1, 2002 provisions contained in the original Lease and the post January 1, 2002 provisions contained in this agreement result in any duplication of expense to the Lessee.

Section IV. General and Miscellaneous Terms.

1. Deletion of Obsolete Provisions. Paragraph 32 (Contingency for Financing) and 33 (Option to Renew) and 36 d (which pertains to Deka Engineering), all of which are paragraph numbers referring to the original Lease are deleted.

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2. Memorandum of Lease. Paragraph 31 of the original Lease shall apply and a new Memorandum of Lease reflecting the terms of this Agreement shall be recorded.

3. Miscellaneous. Except as modified herein, all other provisions of the original Lease shall remain in full force and effect. This modification shall not be effective until executed by all parties. Thereafter, this modification shall be binding upon the parties and their respective successors and assigns. Where the provisions of the original Lease and this Agreement conflict, the provisions of this Agreement shall supercede the original Lease.

APPENDIX A: SCOPE OF WORK

**Summary of Remodeling Project, Second floor, Delaware County Juvenile Court Annex
86-88 North Sandusky Street, Delaware, Ohio**

This summary is based on preliminary plans drawn by eS Architecture and Development, dated 9/5/00, entitled "Interior Modifications to JDJC, 86-88 North Sandusky St., Delaware, Ohio," consisting of two pages, and incorporated by reference, hereinafter referenced as "the plans."

Unless otherwise noted, Lessor will make, install or otherwise provide the following:

Remodel of Floor:

- Drafting of existing building drawings, preliminary building design work, structural design and engineering, final design work.
- Obtain all necessary permits.
- Demolition and removal of interior walls and other items not used in preliminary design.
- Construction of office areas as shown on the plans. Work includes new electrical system, new lighting, new plumbing (two ADA approved restrooms), new HVAC system, new wall framing and drywall as needed, new doors and hardware, new acoustical ceilings, new flooring.
- Plans are preliminary and must be approved by City of Delaware Building Department.
- Except as otherwise specified, all work will be performed to the applicable code(s) standards. Electric will be per code with one double electrical receptacle in each room.
- Lessor will supply Lessee with allowances for interior finishes (flooring, wall coverings, etc.). Lighting is to be fluorescent, doors are to be metal framed, solid core with pre-finished oak veneer. Offices are to be carpeted, restrooms are to have tile flooring. Where allowances are provided, Lessee's selections must be within the allowance amounts unless approved in writing by the Lessor.
- All doors and hardware shall be of standard dimension and type wherever possible.
- Except for changes in the Elevator and Stairway area throughout the entire building necessitated by the construction, Lessor is not making any changes to existing space elsewhere in the building currently being utilized by the Lessee.
- Except for provisions pertaining to the elevator and the restrooms, further compliance with the Americans with Disabilities Act is the responsibility of Lessee.
- All special requests are the responsibility of the Lessee and must be paid for by the Lessee prior to construction.
- Lessor shall provide two rough data/communication openings per room for further wiring by Lessee. Lessor shall provide one additional rough data/communication opening for a total of three rough openings in Rooms 209, 210, and 218.
- Lessor is not responsible for delays in possession due to the failure of Lessee's contractors and/or agents to complete their work in a timely fashion. No work undertaken by Lessee's contractors and/or agents and/or employees shall interfere with work being performed by Lessor or Lessor's agents. Lessor's contractor will provide Lessee with a work schedule for purposes of coordinating work.
- Based upon current fire code regulations, the area is not required to have sprinklers and Lessor shall not provide the same.
- If structural integrity or code compliance issues do not economically allow for the design shown on the plans, Lessor reserves the right to modify the plans to insure structural integrity and/or code compliance.
- Any changes to the plans required for compliance with City of Delaware code(s) will not void the lease.

Elevator / Stairway Addition:

- Remodel front entry area to allow for room for a small, Limited Use, Limited Access (LULA) type ADA approved elevator for access to all three floors at the front of building
- Addition of East exit/passageway stairway directly above existing stairway as required for emergency exit purposes. The East stairway could require extensive restructuring and supporting of existing roof rafters in rear portion of building and may result in temporary interruption of operations.
- Some demolition and remodeling of existing street level floor areas will be required for completion of this project. This may result in minor, temporary loss of office space at existing offices.

Therefore, be it resolved, Juvenile Court has ensure the DYS subsidy fund and not to seek an increase in General Fund monies.

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

RESOLUTION NO. 00-852

IN THE MATTER OF APPOINTING THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE LIBERTY COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, pursuant to a Resolution adopted September 11, 2000 by this Board of County Commissioners, the Liberty Community Infrastructure Financing Authority was established, effective October 6, 2000, pursuant to Chapter 349 of the Ohio Revised Code to govern a proposed new community district (the "District"); and

WHEREAS, pursuant to that Resolution the Delaware County Board of Commissioners is to appoint three (3) citizen members representing the interests of present and future residents of the District and one (1) member to serve as a representative of local government;

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

Section 1. The following citizen members are hereby appointed to the Liberty Community Infrastructure Financing Authority Board of Trustees to serve a one- (1) year term ending October 16, 2001:

Robert Poliseno
Thomas Jedlinsky

Section 2. The following citizen member is hereby appointed to the Liberty Community Infrastructure Financing Authority Board of Trustees to serve a two- (2) year term ending October 16, 2002:

John Lane

Section 3. The following representative of local government is hereby appointed to the Liberty Community Infrastructure Financing Authority Board of Trustees to serve a two- (2) year term ending October 16, 2002:

Holly Foust

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

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

Section 6. Triangle Properties, Inc. as the developer of the Liberty Community Infrastructure Financing Authority, appoints the following persons as the developer members to the Board of Trustee of the Authority:

One-Year Term	Two-Year Term
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Donald R. Kenny, Sr.
Ronald E. Davis

Charlie A. Vince

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

UPDATE ON THE ADMINISTRATION BUILDING

10:00 AM – Bid Opening for Ferric Chloride Solution

Bonded Chemical, Inc.	.153	Ferric Chloride
HVC, Inc.	.158	Ferric Chloride

10:30 AM – Bid Opening for EMS Vehicles

Penn Care Medical Products	102,383.00 each vehicle
Horton	107,872.00 each vehicle 1,000.00 discount per vehicle after one

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Wheel Coach 101,969.00 for one vehicle
 97,969.00 for 2
 89,969.00 for 3 or more

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners