

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 16, 2001**

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

1:00 PM – Viewing of Lawrence Road Bridge, Radnor Township

8:30 AM – Dale Wilgus, Treasurer – Investment Committee

RESOLUTION NO. 01-367

8:40 AM -IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

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

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

RESOLUTION NO. 01-368

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:00 AM:

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

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

PUBLIC COMMENT– Discussed the article in the Gazette regarding an audit of the Delaware County Fair. Commissioners Martin and Wuertz stated they were not a part of the request for the audit, and it did not come this Board. Commissioner Ward did not comment

RESOLUTION NO. 01-369

IN THE MATTER OF APPROVING PAYMENT OF WARRANTS NUMBERED 301418 THROUGH 301551:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve for payment warrants numbered 301418 through 301551:

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

RESOLUTION NO. 01-370

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Treasurer is requesting that Dale Wilgus attend the Spring Treasurer’s Conference at Cincinnati on May 14 through May 17, 2001, in the amount of \$750.00.

Emergency Services is requesting that C. VanGundy, C. Jenkins and K. Stojkov attend the “How to Become a us on May 4, 2001, in the amount of \$342.00.

Juvenile Court is requesting that Amy Craig attend “The Indispensable Assistant” at Columbus on May 23, 2001, in the amount of \$149.00.

Emergency Services is requesting that Rachel Hager attend the First Aid Instructor Course at Delaware Red Cross on May 9 through June 2, 2001, in the amount of \$80.00.

Emergency Services is requesting that Murray Smith, Brent Staley and Mark Schlauder attend the EMS Instructor Course at Delaware JVS on April 17 through May 17, 2001, in the amount of \$615.00.

Intensive Supervision is requesting that four employees attend the Chief Probation Association Training at Columbus on May 31 through June 1, 2001, in the amount of \$600.00.

Sanitary Engineer is requesting that Barry Bryant, Jack Smelker and Chad Antle attend the County Infrastructure Improvement Seminar at Columbus on May 18, 2001, in the amount of \$200.00.

Emergency Services is requesting that Sheila Perin, Lauri Spring and Karla Jacobs attend the “Management Skills for the New Supervisor” at Reynoldsburg on June 21, 2001, in the amount of \$507.00.

OECC is requesting that Karl Hough, Ken Rosenbaum and Jeff Butterfield attend the Collection Systems Seminar

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at Columbus on April 17, 2001, in the amount of \$360.00.

OECC is requesting that Matt Kiss and Paul Sandstrom go on a "Routine Business Travel" to inspect a vehicle for possible purchase at Carlisle, Indiana upon approval from the Commissioners in the amount of \$165.00.

Child Support Enforcement Agency is requesting that Susan Hollenbach attend the Board and General Meetings at various places and various times in the amount of \$425.00.

Maintenance is requesting that Jack Prim attend the Dealing with the Project in Trouble Seminar at Bellville, Ohio on April 27, 2001, in the amount of \$199.00.

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

RESOLUTION NO. 01-371

IN THE MATTER OF CONGRATULATING MIKE GORSUCH, JAKE BENDER AND DUKE HALL UPON RECEIVING THE EAGLE SCOUT AWARD:

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

- Whereas, Mike Gorsuch, Jake Bender and Duke Hall have been members of Boy Scout Troop 300 of Galena, Ohio and
- Whereas, Mike Gorsuch, Jake Bender and Duke Hall have met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and
- Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to Mike Gorsuch, Jake Bender and Duke Hall on earning the Eagle Scout Award.

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

Be It Further Resolved: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 01-372

IN THE MATTER OF PROCLAIMING APRIL 22-28, 2001, AS NATIONAL COUNTY GOVERNMENT WEEK:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to proclaim April 22-28, 2001, as National County Government Week:

Whereas, County government traces its roots to the English shire of a thousand years ago, serving as the citizen's local government voice since its inception.

Whereas, When the federal government was formed, the framers of the Constitution chose to provide states with the freedom to create county governments. Early state constitutions conceptualized the importance of county government and its dual value to both the state and federal governments.

Whereas, Changes in structure and greater autonomy from the states, rising revenues and stronger political accountability have ushered in a new era for county governments as they begin the 21st century.

Whereas, Technology plays a huge role in our lives today, bringing about changes in nearly everything that we do. Counties are using technology to improve the delivery of services and communication to citizens.

Whereas, In the past, county government seized opportunities and met challenges that confronted them. Today, county governments continue to be the citizen's local government voice and are the governments of the future, providing solutions that bring communities together.

Whereas, In recognition of the leadership, innovation and valuable service provided by our nation's counties:

Now, therefore, be it resolved the Delaware County's Commissioners, Delaware, Ohio, hereby proclaim April 22-28, 2001, National County Government Week.

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

RESOLUTION NO. 01-373

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF 9.685, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Delaware Township to City of Delaware, and

Whereas, Randall D. Fuller, 43 East Central Avenue, Delaware, Ohio has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **July 2, 2001, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-374

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

It was moved Mrs. Martin, seconded by Mr. Wuertz to approve as follows:

NEW DEPARTMENT

044-4401	1999 LLEBG
101-1012	EMA - WMD Administrative
101-1013	EMA- WMD Training

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
044-4401-040	LLEBG - Equip	\$ 10,558.00
075-0920-040	Data Fund - Equipment	\$ 9,640.39
101-1012-020	EMA/WMD Admin - Srvs & Chrgs	\$ 2,500.00
101-1013-015	EMA/WMD Training - Srvs & Chrgs	\$ 9,000.00
101-1013-040	EMA/WMD Training - Srvs & Chrgs	\$ 6,000.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0120-035 Gen Fund/Comm - Contingency	001-0910-047 Gen Fund/Data Center - Transfer	\$ 9,640.39
044-4400-040 LLEBG - Equip	044-4401-015 LLEBG - Mat & Sup	\$ 819.26

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
001-0910-047	075-0920-087	\$ 9,640.39

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Gen Fund/Data Center - Transfers	Data Center - Transfer-in		
001-0130-047	005-4020-087	\$	16,711.28
Gen Fund/Facilities - Transfers	M&G Fund - Transfer-in		
Vote on Motion	Mr. Wuertz	Aye	Mr. Ward
			Aye
			Mrs. Martin
			Aye

RESOLUTION NO. 01-375

IN THE MATTER OF APPROVING PLAT FOR WOODS OF DORNOCH, SECTION 2 AND DITCH PETITION FOR WILSHIRE ESTATES, SECTION 5, PHASES 1 AND 2:

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

Woods of Dornoch, Section 2

Situated in the State of Ohio, County of Delaware, Township of Delaware, being located in Lot U, Section 1, Township 4, Range 19, United States Military Lands, being all of "the Woods of Dornoch, Secti subdivision of record in plat cabinet 2, slides 483, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$30.00.

Wilshire Estates, Section 5, Phases 1 & 2 – Ditch Maintenance Petition

We the undersigned owners of 24.63 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Wilshire Estates, Section 5, Phases 1 & 2 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Wilshire Estates, Section 5, Phases 1 & 2 Subdivision.

The cost of the drainage improvements is \$93,580.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fifty-six lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,671.07 per lot. An annual maintenance fee equal to 2% of this basis \$33.42 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,871.60 has been paid to Delaware County.

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

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Aye
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RESOLUTION NO. 01-376

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR CROSS CREEK, PHASE 2A; VILLAGE AT ALUM CREEK, SECTION 5; COVINGTON MEADOWS, SECTION 2; CHESHIRE COVE, SECTION 2; RATTLESNAKE RIDGE AND SHELLBARK RIDGE, PHASE 2:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the subdivider's agreement:

Cross Creek, Phases 2A

THIS AGREEMENT executed on this 16th day of April 2001, between **HOMEWOOD CORPORATION** as evidenced by the **CROSS CREEK PHASE 2A** 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

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Estimate approved 3/23/01 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 **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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **NINETEEN THOUSAND FIVE HUNDRED SIXTY 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 workmanship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

Any snow 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 to make the improvements stipulated herein.

Village at Alum Creek, Section 5

THIS AGREEMENT executed on this 16th day of April 2001, between **M/I SCHOTTENSTEIN HOMES** as evidenced by the **VILLAGE AT ALUM CREEK SECTION 5** 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:

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Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 4/4/01, 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 **FIFTY-FOUR THOUSAND TWO 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 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 to make the improvements stipulated herein.

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THIS AGREEMENT executed on this 16th day of April 2001, between **M/I SCHOTTENSTEIN HOMES, INC.** as evidenced by the **COVINGTON MEADOWS, SECTION 2** 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 3/30/01, 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-TWO THOUSAND EIGHT 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 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

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improvements stipulated herein.

Cheshire Cove, Section 2

THIS AGREEMENT executed on this 16th day of April 2001, between **MARONDA HOMES HOMES, INC.** as evidenced by the **CHESHIRE COVE, SECTION 2** 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 3/30/01, 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 **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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FORTY-ONE THOUSAND SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent 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 workmanship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

Any snow 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

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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.

Rattlesnake Ridge

THIS AGREEMENT executed on this 16th day of April 2001, between **RATTLESNAKE RIDGE GOLF CLUB** as evidenced by the **RATTLESNAKE RIDGE** 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 3/23/01, 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 **SIX THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to

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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.

Shellbark Ridge, Phase 2

THIS AGREEMENT executed on this 16th day of April 2001, between **HIGHLAND WOODS LTD.** as evidenced by the **SHELLBARK RIDGE PHASE 2** 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 9/14/00, 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 **FORTY-TWO THOUSAND SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County**

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Engineer for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

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

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 01-377

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010039	The Fishel Company	South Old State Road	Place duct with related structures

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

RESOLUTION NO. 01-378

IN THE MATTER OF ACCEPTING AND AWARDED THE BID AND APPROVING THE CONTRACT SUBMITTED BY D. R. TENNANT FOR 2001 ROADSIDE MOWING PROGRAM:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the following resolution:
Whereas, Delaware County went out to bid and bids were taken on April 2, 2001 and

Whereas, after carefully reviewing the bids received, the bid submitted by D. R. Tennant 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 D. R. Tennant in the amount of \$26,483.88 for 2001, Roadside Mowing Program.

AGREEMENT, made and entered into this 16th day of April 2001, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **D. R. TENNANT**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **TWENTY-SIX THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND EIGHTY-EIGHT CENTS** (\$26,483.88), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the

Division of Police, City of Dublin – Division of Police, Ohio Department of Natural Resources – Alum Creek State Park, Ohio State Highway Patrol – Post 21, Village of Powell – Division of Police, Village of Shawnee Hills – Division of Police, Village of Sunbury – Division of Police, City of Westerville – Division of Police, Court of Common Pleas, Delaware County Juvenile Court, Delaware Municipal Court, Delaware County Intensive Supervision, Delaware Municipal Probation Department, Ohio Adult Parole Department, Delaware County Prosecutor’s Office, Delaware City Prosecutor’s Office, Delaware County Sheriff’s office – Victim’s Services, Delaware County Office of Victim’s Services, Choices, Helpline, Turning Point, Big Walnut School District, Buckeye Valley High School, Delaware Joint Vocational School, Delaware Joint Vocational School GRADS, Olentangy School District, Central Ohio Mental Health, Delaware County Commissioners, Department of Jobs and Family Services, Delaware Gazette, Family And Children First Council, The Legal Aid Society, Delaware City 911, Delaware County 911 and Grady Memorial Hospital, and

WHEREAS, objectives for Delaware County Domestic Violence were established by the Delaware County Domestic Violence Response Team, and

WHEREAS, the Delaware County Domestic Violence Response Team determined that an official, county wide protocol was appropriate and necessary, and

WHEREAS, an official protocol was developed for Delaware County by the Delaware County Domestic Violence Response Team,

THEREFORE, be it ordained by the members of the Delaware County Domestic Violence Response Team in a unanimous effort,

SECTION 1: That each member is in complete agreement with and fully supports the goals, objectives, policies and procedures as developed by the Delaware County Domestic Violence Response Team, as set forth in the Delaware County Domestic Violence Protocol and as amended through April, 2001.

SECTION 2: That all prior Domestic Violence practices and procedures, of any type, inconsistent with the Delaware County Domestic Violence Protocol are hereby repealed and that the Delaware County Domestic Violence Protocol, as amended through April, 2001, is now in full force and effect.

SECTION 3: That, in order to document agreement and support for this RESOLUTION and the official

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Delaware County Domestic Violence Protocol, their signatures appear below.

- | | |
|--|---|
| Village of Ashley – Division of Police | Delaware County Sheriff’s Office |
| City of Delaware – Division of Police | City of Dublin – Division of Police |
| Alum Creek State Park | Ohio State Highway Patrol – Post 21 |
| Village of Powell – Division of Police | Village of Shawnee Hills – Division of Police |
| Village of Sunbury – Division of Police | City of Westerville – Division of Police |
| Delaware Municipal Probation Department | Delaware County Intensive Supervision |
| Ohio Adult Parole Department | Delaware County Prosecutor’s Office |
| Choices | Helpline |
| Turning Point | Big Walnut School District |
| Buckeye Valley High School | Delaware Joint Vocational School |
| Olentangy School District | Central Ohio Mental Health |
| Delaware County Commissioners | Department of Jobs and Family Services |
| Scioto Township Trustees | Family and Children First Council |
| The Legal Aid Society | Delaware County Office of Victims Services |
| Delaware County 911 | Delaware Joint Vocational School GRADS |
| Delaware City 911 | Grady Memorial |
| Victim’s Services Delaware County Sheriff’s Office | |
| Genoa Police Department | |

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

RESOLUTION NO. 01-381

IN THE MATTER OF AMENDING AN AGREEMENT AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) FOR THE 1201 U.S. ROUTE 23 N. COMPANY, LTD. (PREFERRED BENEFITS SERVICES AGENCY, INC.) EXPANSION PROJECT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to amend the agreement:

WHEREAS, Delaware County has established a REVOLVING LOAN FUND (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the Delaware County Commissioners, via Resolution 97-487, did authorize RLF participation, and the execution of a loan agreement and legally binding documents for the Preferred Benefits Services Agency, Inc./1201 US Route 23 N. Company, Ltd. Expansion Project; and

WHEREAS, the Delaware County Commissioners, via Resolution 00-1026, did authorize an amendment of the loan agreement and legally binding documents for the Preferred Benefits Services Agency, Inc./1201 US Route 23 N. Company, Ltd. Expansion Project related to a change in the ownership structure of the 1201 US Route 23 N. Company, Ltd. and that Delaware County agreed to subordinate its existing second mortgage security position on real estate and assume a third security position.

WHEREAS, Ralph L. Howes, owner of Preferred Benefits Services Agency, Inc., has requested an additional amendment of the loan agreement and legally binding documents for the Preferred Benefits Services Agency, Inc./1201 US Route 23 N. Company, Ltd. Expansion Project related to a proposed consolidation of three (3) existing non-Revolving Loan Fund loans into one consolidation loan through National City Bank and, in accordance with said consolidation loan, that Delaware County agree to assume a second security position behind this loan.

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

- SECTION I. That the Delaware County Board of Commissioners hereby approves amending Resolution 00-1026, the loan agreement, and RLF legally binding documents pertaining to this project, and assume a second security position behind National City Bank’s proposed first position to facilitate a consolidation loan between National City Bank and 1201 US Route 23 N. Company, Ltd.

- SECTION II. That 1201 US Route 23 N. Company, Ltd. shall remain intact as the owner of the property at the project site and remain the obligor on mortgages and on the property. All corporate and personal guarantees, including those of Preferred Benefits Services Agency, Inc., and Ralph L. Howes shall remain in effect and continue unchanged for the remainder of the term of this RLF loan.

- SECTION III. All commitments, including job creation, shall remain as stated in the legally binding

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documents for this project.

SECTION IV. The Delaware County Economic Development Director shall forward a copy of this Resolution and the amendment agreement to the Office of Housing and Community Partnerships, Ohio Department of Development, upon execution.

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

RESOLUTION NO. 01-382

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve personnel actions:

Connie Davis is resigning her part-time Paramedic position with EMS; effective date of resignation is April 14, 2001.

Robert Hager is resigning his position as full-time Paramedic, but will remain part-time Paramedic for EMS; effective date of status change is April 26, 2001.

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

RESOLUTION NO. 01-383

IN THE MATTER OF APPROVING THE MANAGEMENT CONSULTING AGREEMENT WITH ADVANCED MANAGEMENT SYSTEM, INC.:

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

SCOPE OF SERVICE

I. OBJECTIVES OF THE PROJECT

This project is designed to provide an update of the current County of Delaware’s Compensation Management Plan (CMP) to be based on a wage survey of relevant data to be collected for Calendar Year 2001 in order to provide proposed wage rates for County Employees in Calendar Year 2002 with such wage rates based on equitable, comparable, and competitive rates of compensation for all classifications now incorporated in the CMP. Delivery date of this project is October 15, 2001, or as may be determined by the Board but not earlier than October 15, 2001. Selected functional areas, to be determined by the Board, shall be specially reviewed and specific data developed and presented. Further, Benchmark Job Descriptions, Factoring, and Wage Survey efforts will be undertaken and accomplished, along with any other such work as may be required, to incorporate the offices of County Clerk and County Auditor into the CMP.

II. METHODOLOGY AND SCOPE OF STUDY

A. Post Implementation Audit

1. AMS will audit all positions included in the CMP for proper job categorization; and,
2. AMS will audit all Supervisory and Managerial (SAM) positions included in the CMP for proper classification as defined by the relationship of the position to its subordinate levels of supervision. Further, these relationships will be displayed graphically in the form of a Table of Organization.

B. Validation of Plan Implementation

1. AMS will identify and assess modifications to the CMP since initial implementation; and,
2. AMS will evaluate and collect new wage data for areas of the CMP as determined by the Board. AMS will conclude by providing and presenting a formally prepared report of the analyses, conclusions, and recommendations.

C. Incorporation of offices of the County Clerk and the County Auditor

1. AMS will evaluate and collect appropriate data collection instruments to all personnel in the respective offices, interview personnel as required, prepare draft Benchmark Job Descriptions to the office holder, incorporate changes as requested, prepare finalized Benchmark Job Descriptions, collect appropriate wage data relevant to those offices, train and assist in the factoring of those Benchmark Job Descriptions, perform statistical and mathematical function to develop proposed wage charts for the personnel in those offices, and incorporate same into the County’s CMP.

MANAGEMENT CONSULTING AGREEMENT

This Agreement is entered into this 16th day of April, 2001, by and between the **Delaware County Board of Commissioners**, hereinafter referred to as the “**Board**,” 101 North Sandusky Street, Delaware Ohio 43015 and **Advanced Management Systems, Inc.**, (AMS) hereinafter referred to as “**Consultant**,” 555 West Schrock Road, Suite 220, Westerville, Ohio 43081-8739.

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The **Consultant**, in consideration of the covenants and promises set forth herein, agrees to provide Management Consulting services, to include but not limited to an assessment of the implementation of the Compensation Management Plan, updating of the wage survey data, and preparation of proposed rates of pay for County personnel included in the County's Compensation Management Plan. Further the Consultant agrees to prepare Benchmark Job Descriptions, Factor resulting data, and include in the County's Compensation Management Plan the additional offices of County Clerk and County Auditor. Finally, the Consultant agrees to provide other consultant services as deemed appropriate by the **Board** and as set forth in the attached Scope of Services.

In consideration of the foregoing covenants and promises, the **Board** agrees to pay eighty - five dollars (\$85.00) per hour for all hours for which services are performed, unless otherwise herein noted or as agreed to by the **Board** with proper advance notice. Services provided by Administrative Support Technicians will be billed at fifty dollars (\$50.00) per hour. Further, the **Board** shall be responsible for the payment of documented incidental expenses necessary for the accomplishment of assigned work, to include but not limited to direct costs for receipted expenses that are in furtherance of the aforementioned services. Mileage will be billed at the IRS rate of \$0.30 per mile, but local travel, including to and from the greater metro-Columbus area and the City of Delaware, shall not be reimbursed. The maximum cost of the project, based on the attached "Scope of Services, is not to exceed TWENTY-SIX THOUSAND AND FIVE HUNDRED DOLLARS (\$26,500.00). Invoices are to be sent to the **Board** or Designated Representative on a monthly basis and shall be payable within thirty (30) days of receipt. Any changes, additional work, or decreased work as mutually agreed will be at an hourly rate agreed upon by the parties by written amendment to this agreement prior to the work taking place.

This Agreement may be terminated by either Party at any time upon thirty (30) days advance written notice.

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

RESOLUTION NO. 01-384

IN THE MATTER OF APPROVING A RENEWAL AGREEMENT WITH THE G.M. HEALTH SERVICES, INC. FOR SPECIFIED MEDICAL SERVICES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve letter of agreement with G. M. Health Medical Services, Inc. to provide specified medical services:

This Agreement is between G. M. Health Services, hereinafter called "G.M.H.S." and Delaware County Board of Commissioners, hereinafter called "Delaware County"

WITNESSETH that for and in consideration of the mutual promises herein contained, it is understood and agreed as follows:

1. **PURPOSE:** the purpose of the Agreement is for G.M.H.s. to provide Delaware County with physicals, drug screening, and immunizations.

2. **SERVICES:**
G. M. H. S. will provide:

Pre-placement DOT and non-DOT physical examination including a titmus vision screen and dip urinalysis	\$45.00
Pre-placement physical ability/flexibility	\$30.00
Audiogram (OSHA certified)	\$15.00
PPD-one step	\$10.00
PPD-two step	\$20.00
Hepatitis B immunization (series of three)	\$60/injection
Hepatitis B Antibody Titre	\$35.00
Rabies Vaccine	\$70.00
Tetanus Vaccine	\$15.00
Pulmonary Function Screen with physician interpretation	\$62.00
Respiratory Physical	\$30.00
Chest X-ray, two view with physician interpretation	\$65.00
Flu immunization	\$10.00
Pre-placement, post-accident, random, reasonable suspicion, follow-up, return-to-work DOT and non-Dot urine drug screens using Clinical Reference Laboratories (On-site testing available)	\$35.00
Post-accident, random, reasonable suspicion, follow-up, return-to-work DOT and non-DOT breath alcohol testing	\$25.00
After-hour charges for drug screens with or without breath alcohol testing	\$70.00
After-hour charges for breath alcohol only	\$50.00
(from 5 P.M. to 7 A.M. Monday-Friday, Saturday, Sunday and Legal Holidays)	
Annual DOT supervisor training	\$20/each

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3. **PAYMENT:** G.M.H.S. will bill Delaware County for all services provided.

Billing Address: Delaware County Board of Commissioners
91 North Sandusky Street
Delaware, Ohio 43015
Terms of payment are net thirty (30) days.

4. **RESPONSIBILITIES:** G.M.H.S. will be responsible for those services outlined under "Services." Delaware County will be responsible for:

- a. Calling Occupational Health at Grady for an appointment for services.
- b. Examinees are to bring a picture identification (driver's license) for verification purposes.
- c. Examinees should be prepared to provide a urine specimen for testing purposes.

5. **NOTICES AND CONTACT PERSONS:** Any and all notices given pursuant to the Agreement shall be made in writing or by phone, and addressed to the respective contact persons of the parties:

For GMHS to schedule appointments
Monday – Friday 7:00 Am – 5:00 pm
Occupational Health at Grady
740-368-5135 or 800-487-1115 ext. 5135

Verify report results
Danny Legge, MLT
740-368-5135

Contract Renewal/Service Expansion
Joseph M. Howard
Director, Occupational Health
740-368-5105

For Delaware County: Kevin Williams
22 Court Street
Delaware, OH 43015
740-833-2120

6. **TERMS OF AGREEMENT:** The term of the Agreement shall be for a period of one year from the date of inception. This Agreement shall automatically renew for a successive term of one year upon the same terms and conditions with the exception of the rate of compensation which shall at be at the current published rate. Either party may terminate the Agreement effective at the end of the term then in effect by providing a thirty-day written notice of termination to the other party.

7. **MISCELLANEOUS:** This agreement represents the entire understanding of the parties, and any other previous agreements written or verbal, is hereby superseded by the Agreement. The terms of this Agreement may be changed only by subsequent written agreement of the parties.

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

RESOLUTION NO. 01-385

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

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

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

RESOLUTION NO. 01-386

IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz approving the resolution of necessity:

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any

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county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Olentangy Environmental Control Center to expend county monies for the purchase of two new 8800 GVW, Utility Body Trucks; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

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

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase two Utility Body Trucks for use by the Department of Water Reclamation

Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is two for replacement of current vehicle and as an additional vehicle.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicles is Dodge, Model 2500 vehicles and that the estimated cost of said purchase or lease will be \$22,156 each and total of \$44,312.

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.

DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO.
Adopted this 16th Day of April, 2001.

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

RESOLUTION NO. 01-387

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND C & P ENGINEERING AND INSPECTIONS, INC. FOR PLAN REVIEW AND INSPECTION SERVICES:

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

This AGREEMENT, made and entered into this 16th day of April, 2001, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "County" and C & P Engineering & Inspections, Inc., with offices at 7766 Kilbourne Road, Sunbury, Ohio 43074, hereinafter called "ENGINEER" WHEREAS, the COUNTY is in need of residential plan review & inspection services in the county; and

WHEREAS, the ENGINEER is qualified as a residential plans examiner; electrical safety inspector, & certified building inspector and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ENGINEER to provide to the COUNTY residential plan review and inspection services.

Now, THEREFORE, COUNTY and ENGINEER, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BASIC SERVICES OF THE ENGINEER

- A. The ENGINEER shall provide residential plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The ENGINEER shall provide electrical safety inspector and/or certified building inspector services on an as needed basis, as authorized by the Chief Building Official.
- C. The ENGINEER shall review drawings submitted to the Building Department for conformance with the Delaware County Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ENGINEER shall provide to the COUNTY an "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ENGINEER agrees to review and return drawings to the COUNTY within one (1) week from the date of receipt by the ENGINEER.

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- D. The ENGINEER shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT.
- E. The ENGINEER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- F. The ENGINEER shall furnish own vehicle for transportation.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the ENGINEER:

- A. The COUNTY shall furnish clerical services and standard forms necessary for the execution of the services.
- B. Provide prompt written notice to the ENGINEER whenever the COUNTY observes or is made aware of the ENGINEER'S default or non-conformance with the AGREEMENT and afford the ENGINEER reasonable opportunity to cure such defect or non-conformance.
- C. Provide conference and meeting facilities for the ENGINEER to meet with applicants in regards to the work performed by the ENGINEER pursuant to this Contract.
- D. Use its best effort to secure release of other data held by others necessary for the ENGINEER to perform their obligations under this Contract.
- E. The COUNTY will assist the ENGINEER by placing at its disposal all available information necessary for the ENGINEER to faithfully perform their obligations under this AGREEMENT.

SECTION III. BASIS OF PAYMENT

- A. The ENGINEER shall be compensated by payment for services based upon the fee schedule below.
Residential plan review-\$50/hr
Single certification inspector-\$45/hr.
Dual Certification inspector-\$50/hr.
Reimbursable expenses – At cost
Mileage - \$0.32/mile
- B. The ENGINEER shall provide a written statement indicating the total time spent for each review upon return of the plans and ENGINEERS written Addendum or Correction Letter.
- C. The ENGINEER shall provide a written statement indicating the time spent for each inspection. This shall be provided at the time inspection results are delivered each day.
- D. The ENGINEER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty (40) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit and/or project name, dates of service, mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

SECTION IV. GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The ENGINEER shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall run for a period of two months from said date. This AGREEMENT may be renewed for two-month periods upon mutual agreement of both parties.
- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.
- E. Either party may terminate this CONTRACT at any time by providing thirty (30 day notice) day written notice to the other party.
- F. Indemnification-The ENGINEER shall indemnify, keep and save harmless the COUNTY and its respective officers, agents, and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The

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ENGINEER, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and 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.

The COUNTY shall indemnify, keep and save harmless the ENGINEER up to \$25,000. The COUNTY, at its own expense, shall defend the ENGINEER in all litigation, pay attorney fees, damages, court costs and other expenses and satisfy and cause to be discharged any judgments obtained against the ENGINEER, its officers, agents, and employees arising out of the litigation or claim not resulting from a negligent act, error, or omission in the performance of the professional services under this AGREEMENT up to an amount not to exceed \$25,000.

It is expressly agreed that the professional services provided under this Contract are of such a nature that the ENGINEER is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and ENGINEER, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is determined that the ENGINEER or any of its officers, agents, and employees has acted with malicious intent, reckless disregard, discrimination, harassment, or has generally abused the discretion afforded under these professional services.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

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

RESOLUTION NO. 01-388

IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR LAKES OF POWELL, SECTION 6 (8 INCH FORCE MAIN AND PUMP STATION):

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve sanitary sewer plan for Lakes of Powell, Section 6 (8 inch Force Main and Pump Station) submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 01-389

IN THE MATTER OF APPROVING CHANGE ORDERS WITH KOKOSING CONSTRUCTION COMPANY FOR ALUM CREEK WATER RECLAMATION FACILITY, GENERAL CONSTRUCTION WORK AND JESS HOWARD ELECTRIC COMPANY FOR ALUM CREEK WATER RECLAMATION FACILITY, ELECTRICAL WORK:

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

Kokosing Construction Company, Inc.

Original Bid Proposal	\$36,414,320.00
Previous change Orders	(4,532.24)
Increase	15,331.00
Total	\$36,425,118.76

Jess Howard Electric

Original Bid Proposal	\$ 6,438,000.00
Previous Change Orders	161,631.75
Increase	8,287.68
Total	\$ 6,607,919.43

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

RESOLUTION NO. 01-390

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENT FOR CROSS CREEK, PHASE 2A, SHELLBARK RIDGE, PHASE 2 AND SCIOTO RESERVE, SECTION 1, PHASE 4:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the subdivider's agreements:

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Cross Creek, Phase 2A

THIS AGREEMENT executed on this 16th day of April 2001, by and between **Homewood Corporation** subdivider, as evidenced by the **Cross Creek, Phase 2A** 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 **\$79,650.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **27** 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 (**\$33,270.00**) 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 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$2,400.00**, 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 a 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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way 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

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that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all-utility 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.

Shellbark Ridge, Phase 2

THIS AGREEMENT executed on this 16th day of April 2001, by and between **The Danter Company** subdivider, as evidenced by the **Shellbark Ridge, Phase 2** 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 **\$104,470.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for **31** 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 (**\$58,892.00**) 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 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 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

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approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$4,800.00**, 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 a 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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all-utility 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

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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.

Scioto Reserve, Section 1, Phase 4

THIS AGREEMENT executed on this 16th day of April 2001, between **Rockford Homes** subdivider evidenced by the **Scioto Reserve, Section 1, Phase 4** 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** 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 construction (\$116,251.00) 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 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 \$8,200.00, 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**.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost. The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

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

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

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

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

RESOLUTION NO. 01-391

**IN THE MATTER OF APPROVING CONTRACT BETWEEN JOB AND FAMILY SERVICES,
DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND HELPLINE:**

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

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
HELPLINE**

This Contract is made and entered into on the 16th day of April, 2001 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and HELPLINE.

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and HELPLINE for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from April 16, 2001 through June 31, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. **All Medicaid provided services must be billed to Medicaid. Medicaid**

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covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services(school fees, tutoring, extra curricula activities, etc.) are provided to youth the service provider must receive a letter from the school stating that this is not a service provided by the school system.

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse HELPLINE for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$29,183. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

HELPLINE agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. HELPLINE will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDJFS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** HELPLINE must provide the DCDJFS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. HELPLINE will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide HELPLINE with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** HELPLINE shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** HELPLINE warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, HELPLINE agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** HELPLINE shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** HELPLINE shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, HELPLINE shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** HELPLINE agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of HELPLINE.

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12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** HELPLINE agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract
- HELPLINE agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
13. **HELPLINE** agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. HELPLINE is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** HELPLINE and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or HELPLINE responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDJFS and HELPLINE agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will 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 under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. HELPLINE and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDJFS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership Agreement between the state and Delaware County. As these performance standards are refined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDJFS and HELPLINE will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.

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- 23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
- 24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDJFS.
- 25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** HELPLINE agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
- 26. **DRUG-FREE WORKPLACE:** HELPLINE certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

RESOLUTION NO. 01-392

IN THE MATTER OF ACCEPTING THE BID SUBMITTED BY CRAIG PITTMAN AND AUTHORIZE SIGNING THE CASH LEASE FOR THE DELAWARE COUNTY TRANSFER STATION FARMLAND:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the bid and lease for Farmland:

WHEREAS, Delaware County received bids for the cash lease of the farmland located at the Delaware County Transfer Station on April 9, 2001 at 10:15am. and;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Craig Pittman has been determined to be the highest and best bid;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Craig Pittman and authorize signing the cash lease for the Delaware County Transfer Station Farmland.

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

- 1. This lease is made this 16th day of April 2001, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Craig Pittman, tenant.
- 2. The landlord, in consideration of the hereinafter-described agreements made by the tenant, does hereby lease to the tenant to farm and use for only agriculture purposes the following described real estate situated in the Delaware County, Ohio: 51.0 acres located in Section(s) 4, Township 5, Range 19 of Delaware Township and further described as Cropland of Transfer Station Farm, except for the following reservations: Buildings, Pasture Land and Woodlands, if any.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2001 crop year beginning on the 15th day of April, 2001, at 12:00 p.m. (noon) and ending on December 31, 2001, or thirty days after the crops are removed, which ever comes first.

Said lease is thereafter renewable for two (2) additional crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the fifteenth day of December 2001 (for the 2002 crop year) and on or before the fifteenth day of December 2002 (for the 2003 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 20, 2001 and/or 2002.

SECTION III. PAYMENT OF RENT

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For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$4,488.00, being computed at \$88.00 per tillable acre.

One half of this rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 30, 2001; the remaining one-half of the rent is due and payable on or before November 1, 2001 for the crop year. Rent for any renewal period will be due in the same manner for the year the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and exercise modern soil conservation techniques.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant shall farm the property, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over. Straw cut during harvest may be removed from fields.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock. This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
 - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
 - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear expected.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. ADDITIONAL FEATURES

In witness whereof, the parties have signed this lease on the date named in Section I.

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

RESOLUTION NO. 01-393

9:35 AM -IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL

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MATTERS:

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

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

RESOLUTION NO. 01-394

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:00 AM:

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

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