

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 1, 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

- 8:30 AM Executive Session for Personnel Matters
- 7:30 PM Public Hearing of Annexation Petition for 119.806 Acres from Berkshire Township to the Village of Galena
- 7:45 PM Public Hearing of Annexation Petition for 12.769 Acres from Berkshire Township to Village of Sunbury
- 8:00 PM Public Hearing of Annexation Petition for 15 Acres from Orange Township to City of Columbus
- 8:15 PM Public Hearing of Annexation Petition for 5.681 Acres from Orange Township to City of Columbus
- 9:00 PM Continuation of Public Hearing for Annexation Petition for 1.186 Acres from Concord Township to the Village of Shawnee Hills

RESOLUTION NO. 01-1107

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 01-1108

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session at 9:00AM.

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

PUBLIC COMMENT

RESOLUTION NO. 01-1109

IN THE MATTER OF APPROVING VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 317136 THROUGH 317427:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 317136 through 317427 and Vouchers as listed below:

<u>VOUCHERS</u>	Vendor	Description	Account #	Amount
1B02656	Maddox NBD, Inc.	Construction Phase Costs	4811-4031	\$ 5,263.11
1B43093	Delaware Cty Commissioners	Services & Charges	4550-2910	\$ 15,194.66
1B03141	Meacham & Apel Architects	Professional Services	4812-4031	\$ 16,084.38
1P02897	John Deere Co.	John Deere Diesel Mower	3530-4140	\$ 15,874.89
1B03519	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 7,014.00
1B01834	C & P	Plan Review per Contract	0150-2005	\$ 7,950.00
1B08764	Village of Shawnee Hills	Shawnee Hills Improvement Project	0071-2015	\$ 55,395.00

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

RESOLUTION NO. 01-1110

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

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
069-2540-040	Common Pleas Data Fund – Equip	\$ 23,000.00
125-1250-010	TEAM Mentor – Salaries	\$ 7,384.00
125-1250-011	TEAM Mentor – Benefits	\$ 780.00
125-1250-012	TEAM Mentor – PERS	\$ 1,001.00

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125-1250-013	TEAM Mentor – Medicare	\$	108.00
125-1250-015	TEAM Mentor - Mat & Sup	\$	332.00
125-1250-020	TEAM Mentor - Srvs & Chrgs	\$	3,000.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
111-4530-047	111-4530-020	\$ 200,000.00
Childrens Srvs - Transfers	Childrens Srvs - Srvs & Chrgs	

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

RESOLUTION NO. 01 -1111

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Tracey Merrin and Perry Harper attend the One Stop Symposium in Columbus, Ohio on October 2 though October 3, 2001, at no cost.

Juvenile Court is requesting that Ed Uhlman attend a Case Management Seminar in New Philadelphia, Ohio October 18 though October 19, 2001, at the cost of \$185.00.

CSEA is requesting that Laura Marianek attend a Managing Multiple Project Seminar in Columbus, Ohio October 2, 2001, at the cost of \$206.00.

Administrative Services is requesting that Christine Shaw attended a Society of Ohio Archivists Fall Meeting in Dayton, Ohio October 5, 2001, at the cost of \$114.00.

The Engineering Department is requesting that Ryan Mraz and Rob Riley attend the 55th Annual Ohio Transportation Engineering Conference in Columbus, Ohio October 22 and October 23, 2001, at the cost of \$362.00.

The Auditors Office and the Commissioners Office are requesting that Jane Tinker and Dave Cannon attend GASB 34 Training in Dublin, Ohio on October 15 through October 17, 2001, at the cost of \$450.00.

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

RESOLUTION NO. 01-1112

IN THE MATTER OF APPROVING CONTINUED SALARY PAYMENTS FOR THOSE COUNTY EMPLOYEES CALLED TO ACTIVE DUTY DURING TIME OF EMERGENCY:

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

Whereas, the United States came under attack from terrorists on September 11, 2001, and

Whereas, the United States plans to retaliate for this attack and defend its borders with military personnel, and

Whereas, the President of the United States has asked for military support from those members serving in the Ohio National Guard and the Reserve forces

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio that in accordance with Ohio Revised Code 5923.05, those permanent public employees called to serve on active duty during this time of emergency are entitled to leave of absence from their respective position without loss of pay for the time they are performing services in the uniformed services for periods up to one month, for each year they are ordered to Active Duty.

Further be it Resolved that as otherwise provided in Division (B) of section 5923.05 any permanent public employee who is entitled to leave under section (A) of 5923.05 of the Ohio Revised Code and is called to active duty by Executive Order of the President of the United States or an Act of Congress during the period designated by Order or Act, is entitled to a leave of absence and to be paid during each monthly pay period, beyond the first month of each calendar year, of that leave of absence the lessor of:

1. The difference of the permanent public employees gross monthly wage or salary as an officer or permanent public employee and the sum of the permanent public employee’s gross uniformed pay and allowance received that month
2. Five hundred dollars

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Further be it Resolved, that for the health, safety and well being of those county employees and their families, we will continue health insurance coverage to ensure that those spouses and children will not be affected by change of doctors or health coverage.

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

RESOLUTION NO. 01-1113

7:30 PM PUBLIC HEARING OF ANNEXATION PETITION FOR 119.806 ACRES FROM BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Hearing:

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

RESOLUTION NO. 01- 1114

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR 119.806 ACRES FROM BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the Hearing:

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

RESOLUTION NO. 01-1115

ORDER OF COMMISSIONERS FOR ANNEXATION OF 119.806 ACRES FROM BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

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

The Commissioners of Delaware County, Ohio having on the 1st day of October 2001, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the Village of Galena, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the Village of Galena as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
4. The territory included in the annexation petition is not unreasonably large;
5. The plat of the territory to be annexed is accurate, and
6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the Village of Galena, Ohio.

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

RESOLUTION NO. 01-1116

IN THE MATTER OF APPROVING PLATS FOR THE OAKS AT HIGHLAND LAKES PHASE 1; SHERBROOK PHASE 9 AND EAGLE TRACE SECTION 2, PHASE A AND DITCH MAINTENANCE PETITION FOR OAKS AT HIGHLAND LAKES PHASE 1, SHERBROOK PHASE 9; WALKER WOOD SECTION 5 AND WALKER WOOD SECTION 14:

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

Oaks at Highland Lakes Phase 1

Situated in the State of Ohio, County of Delaware, Township of Genoa, Lying in Farm Lots 11, 12, and 13, in Section 2, Township 3 North, Range 17 West, United States Military Lands containing 0.165 Acres in Farm Lot 11, 6.584 Acres in Farm Lot 12, and 13.516 Acres in Farm Lot 13, being 20.265 acres, more or less, including 6.940 Acres of right-of-way, out of the 178.908 Acre tract conveyed to M/I Schottenstein Homes Inc. an Ohio corporation by Deed of Record in Official Record 38 Page 248, Records of the Recorder's Office, Delaware County, Ohio. Cost \$96.00.

Sherbrook Phase 9

Situated in the State of Ohio, County of Delaware, Township of Genoa, Lying in Farm Lots 1 and 2, Quarter Township 3, Township 3 North, Range 17 West, United States Military District, containing 10.425 acres in Farm Lot 1 and 12.970 acres in Farm Lot 2, and being 23.395 acres, More or Less including 4.395 acres of right-of-way, Out of a 39.787 acre tract conveyed to Tussic Road Associates by Deed of Record in OR.84, Pages 2246-2248 Records of the Recorder's Office, Delaware County, Ohio. Cost \$159.00

Eagle Trace Section 2, Phase A

Situated in the State of Ohio, County of Delaware, Township of Genoa, Lying in Farm Lot 3, Quarter Township 4, Township 3, Range 17, United States Military Lands, containing 12.162 Acres of land, more or Less Said 12.162 Acres being comprised of both parts, 11.220 Acres, out of that tract of land conveyed to CENTEX HOMES, LLC, by deed of record in Official Record 121, Page 2114 and 0.942 Acre out of that tract of land conveyed to ROMANELLI AND HUGHED BUILDING COMPANY, by Deed of Record in Deed Book 576, Page 818, Recorder's Office, Delaware County, Ohio. Cost \$84.00

Ditch Maintenance Petition-Oaks at Highland Lakes Phase 1

We the undersigned owners of 20.265 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Oaks at Highland Lakes Phase 1** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Oaks at Highland Lakes Phase 1** Subdivision.

The cost of the drainage improvements is \$60,769.84 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. 30 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,025.66 per lot. An annual maintenance fee equal to 2% of this basis \$40.51 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 1,215.40 has been paid to Delaware County.

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

Ditch Maintenance Petition-Sherbrook Phase 9

We the undersigned owners of 23.395 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Sherbrook Phase 9** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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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 **Sherbrook Phase 9** Subdivision.

The cost of the drainage improvements is \$111,163.75 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. 53 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,097.43 per lot. An annual maintenance fee equal to 2% of this basis \$41.95 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 2,223.28 has been paid to Delaware County.

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

Ditch Maintenance Petition-Walker Wood Section 5

We the undersigned owners of 12.20 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Walker Wood Section 5** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Walker Wood Section 5** Subdivision.

The cost of the drainage improvements is \$24,480.00 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. 14 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, \$1,748.57 per lot. An annual maintenance fee equal to 2% of this basis \$34.97 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 \$ 489.60 has been paid to Delaware County.

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

Ditch Maintenance Petition-Walker Wood Section 14

We the undersigned owners of 12.75 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Walker Wood Section 14** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Walker Wood Section 14**

The cost of the drainage improvements is \$33,850.00 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. 34 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, \$995.59 per lot. An

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annual maintenance fee equal to 2% of this basis \$19.91 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 \$ 677.00 has been paid to Delaware County.

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

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

RESOLUTION NO. 01-1117

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR HIDDEN MEADOWS AT ALUM CREEK; WILLOW BEND SECTION 1, PART 1 AND WILLOW BEND SECTION 1 PART 2:

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

Hidden Meadows at Alum Creek

THIS AGREEMENT executed on this 1st day of October 2001, between **THOMAS MECHENBIER**, as evidenced by the **HIDDEN MEADOWS AT ALUM CREEK** 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 9/17/01, 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

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EIGHT THOUSAND SEVEN HUNDREDDOLLARS 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. 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 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.

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Willow Bend Section 1, Part 1

THIS AGREEMENT executed on this 1st day of October 2001, between **BIG WALNUT ASSOCIATES**, as evidenced by the **WILLOW BEND SECTION 1, PART 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/19/01, 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 **TWENTY-NINE THOUSAND THREE HUNDRED SIXTY-FIVE 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. 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.

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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 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.

Willow Bend Section 1, Part 2

THIS AGREEMENT executed on this 1st day of October 2001, between **BIG WALNUT ASSOCIATES**, as evidenced by the **WILLOW BEND SECTION 1, PART 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,

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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 9/19/01, 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 **FIFTEEN THOUSAND THIRTY 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. 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

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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 Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-1118

IN THE MATTER OF ACCEPTING ROADS IN WALKER WOOD SECTION 9; WALKER WOOD SECTION 12; HARVEST WIND PHASE 6, SECTION 1; BRYN MAWR AT DELAWARE SECTION 2, PHASE 1; SCIOTO RESERVE SECTION 4, PHASE 1 AND SCIOTO RESERVE SECTION 4 PHASE 2:

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

Walker Wood Section 9

- An addition of 0.08 mile to **Township Road Number 999, Ratcliff Court**

Walker Wood Section 12

- An addition of 0.08 mile to **Township Road Number 997, Minnie Court**
- An addition of 0.07 mile to **Township Road Number 998, Rufus Court**

Harvest Wind Phase 6, Section 1

- An addition of 0.30 mile to **Township Road Number 710, Park Bend Drive**
- **Center Green Drive**, to be known as **Township Road Number 1204**
- **Adcock Road**, to be known as **Township Road Number 1205**

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Bryn Mawr at Delaware Section 2, Phase 1

- An addition of 0.15 mile to **Township Road Number 627, Sandy Drive**
- **Meadow Bend Drive**, to be known as **Township Road Number 1206**
- **Pebble Drive**, to be known as **Township Road Number 1207**
- **Prairie Drive**, to be known as **Township Road Number 1208**
- **Agate Place**, to be known as **Township Road Number 1209**

Scioto Reserve Section 4, Phase 1

- **Scioto Chase Boulevard**, to be known as **Township Road Number 1210**
- **Cherry Glen Drive**, to be known as **Township Road Number 1211**
- **Vista Lake Way**, to be known as **Township Road Number 1212**
- **County View Place**, to be known as **Township Road Number 1213**

Scioto Reserve Section 4, Phase 2

- An addition of 0.16 mile to **Township Road Number 1210, Scioto Chase Boulevard**
- **Seven Lakes Place**, to be known as **Township Road Number 1214**

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

RESOLUTION NO. 01-1119

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR HARVEST WIND PHASE 6, SECTION 1; BRYN MAWR AT DELAWARE SECTION 2, PHASE 1; SCIOTO RESERVE SECTION 4, PHASE 1 AND SCIOTO RESERVE SECTION 4 PHASE 2:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to establish stop conditions:

Harvest Wind Phase 6, Section 1

- On Township Road Number 710, Park Bend Drive, at its intersection with Township Road Number 1204, Center Green Drive
- On Township Road Number 1204, Center Green Drive, at its intersection with County Road Number 108, Tussic Street Road
- On Township Road Number 1205, Adcock Road, at its intersection with Township Road Number 1204, Center Green Drive

Bryn Mawr at Delaware Section 2, Phase 1

- On Township Road Number 627, Sandy Drive, at its intersection with Township Road Number 1207, Pebble Drive
- On Township Road Number 1206, Meadow Bend Drive, at its intersection with Township Road Number 627, Sandy Drive
- On Township Road Number 1207, Pebble Drive, at its intersection with Township Road Number 1208, Prairie Drive
- On Township Road Number 1208, Prairie Drive, at its intersection with County Road Number 10, South Old State Road
- On Township Road Number 1208, Prairie Drive, at its intersection with Township Road Number 627, Sandy Drive
- On Township Road Number 1209, Agate Place, at its intersection with Township Road Number 1208, Prairie Drive

Scioto Reserve Section 4, Phase 1

- On Township Road Number 1210, Scioto Chase Boulevard, at its intersection with County Road Number 124, Home Road
- On Township Road Number 1211, Cherry Glen Drive, at its intersection with Township Road Number 1210, Scioto Chase Boulevard
- On Township Road Number 1212, Vista Lake Way, at its intersection with Township Road Number 1211, Cherry Glen Drive
- On Township Road Number 1213, County View Place, at its intersection with Township Road Number 1210, Scioto Chase Boulevard

Scioto Reserve Section 4, Phase 2

- On Township Road Number 1214, Seven Lakes Place, at its intersection with Township Road Number 1210,

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Scioto Chase Boulevard

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

RESOLUTION NO. 01-1120

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR VILLAGES OF OAK CREEK SECTION 1 PHASE 10, PART B; ABBEY KNOLL SECTION 3, PHASE 1; ABBEY KNOLL SECTION 3, PHASE 2; HIGHLAND HILLS AT THE LAKES SECTION 3, PHASE 1 AND HIGHLAND HILLS AT THE LAKES SECTION 3, PHASE 2:

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

Villages of Oak Creek Section 1 Phase 10, Part B

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$19,500** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached

Abbey Knoll Section 3, Phase 1

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$15,300** for the duration of the one year maintenance period. A Bond covering that amount is in place.

Abbey Knoll Section 3, Phase 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$17,100** for the duration of the one year maintenance period. A Bond covering that amount is in place.

Highland Hills at the Lakes Section 3, Phase 1

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$17,110** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached.

Highland Hills at the Lakes Section 3, Phase 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$32,496** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached.

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

RESOLUTION NO. 01-1121

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR EAGLE TRACE SECTION 2, PHASE A AND SCIOTO RESERVE SECTION 3, PHASE 4:

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

Eagle Trace Section 2, Phase A

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The project is now at a point where the developer would like to file the plat. The Engineer, therefore, has estimated the remaining construction costs to be \$42,000 and a check and bond in that amount has been submitted to cover the bonding of this project.

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Scioto Reserve Section 3, Phase 4

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The project is now at a point where the developer would like to file the plat. Tye Engineer has estimated the remaining construction costs to be \$282,715 and a Letter of Credit in that amount has been provided.

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

RESOLUTION NO. 01 -1122

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF BERKSHIRE DEVELOPMENT COMPANY FOR CONSTRUCTION OF BERKSHIRE DEVELOPMENT, PHASE 1

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve taking action against the bond of Berkshire Development Company:

In June 1999, the Commissioners entered into an Agreement with Berkshire Development Company for the construction of the referenced project. In July 2000, the Commissioners approved an extension of this Agreement until December 2000, for the completion of the work. In April 2001, the county engineer provided the developer with a construction punchlist, outlining remaining items needed to be completed. In May 2001, the engineer sent another punchlist outlining the items that still needed to be completed. In August 2001, another request was made to complete the work or the county would take action against the project’s bond. As of this date, the developer still have not responded to the county’s requests. The Engineer is, therefore, requesting approval to take action against this bond so that the work may be completed.

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

RESOLUTION NO. 01-1123

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BOND FOR SCIOTO RESERVE-HOME ROAD IMPROVEMENTS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to release the maintenance bond for the Scioto Reserve-Home Road Improvements:

In May 1999, the Commissioners accepted a Letter of Credit from Charles Vince for the Scioto Reserve – Home Road Improvements. The construction of this project has been completed to the Engineer’s satisfaction; therefore, the engineer is requesting approval to release said Letter of Credit back to the developer.

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

RESOLUTION NO. 01 -1124

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:

Permit #	Applicant	Location	Type of Work
U010155	Verizon	Plumb Road	Place buried cable
U010156	Verizon	Hyatts Road	Place buried cable
U010157	Columbia Gas	Eversole Road	Install gas main
U010158	Columbia Gas	Galloway Drive	Install gas main
U010159	Ameritech	Tussic Street Road	Directional bore road
U010160	Columbus Southern Power	Galloway Drive	Install electric service

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

RESOLUTION NO. 01-1125

7:45 PM PUBLIC HEARING OF ANNEXATION PETITION FOR 12.769 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to open the Hearing:

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

RESOLUTION NO. 01-1126

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IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 12.769 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the Public Hearing:

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

RESOLUTION NO. 01-1127

ORDER OF COMMISSIONERS FOR ANNEXATION OF 12.769 ACRES FROM BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

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

The Commissioners of Delaware County, Ohio having on the 1st day of October 2001, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the Village of Sunbury, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the Village of Sunbury as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
4. The territory included in the annexation petition is not unreasonably large;
5. The plat of the territory to be annexed is accurate, and
6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the Village of Sunbury, Ohio

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

RESOLUTION NO. 01-1128

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR SODIUM CHLORIDE:

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

Whereas, Delaware County went out to bid and bids were taken on September 17, 2001, and

Whereas, after the Delaware County Engineer carefully reviewed the bids received, the bid submitted by Morton Salt of Chicago, Illinois 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 bid submitted by Morton Salt in the amount of 445.19 per ton for a dump truck delivery and \$46.69 per ton for a 200 ton minimum piler delivery.

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

RESOLUTION NO. 01-1129

IN THE MATTER OF AUTHORIZING APPLICATION FOR OPWC CAPITAL IMPROVEMENT FUNDING FOR BLUE CHURCH ROAD BRIDGE REPLACEMENT:

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

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“Ohio Public Works Commission AUTHORIZING LEGISLATION”
Delaware County
Blue Church Road Bridge Replacement Project

A RESOLUTION AUTHORIZING James D. Ward, Delaware County Commissioner TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTIVE CONTRACTS AS REQUIRED

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the County of Delaware is planning to make capital improvements to Blue Church Road (T.R. 67) including bridge replacement and road realignment, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners :

Section 1: That James D. Ward, Commissioner is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That James D. Ward, Commissioner is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

RESOLUTION NO. 01-1130

IN THE MATTER OF APPROVING COOPERATION AGREEMENTS WITH TRENTON TOWNSHIP FOR DENT ROAD RECONSTRUCTION, RADNOR/TROY TOWNSHIP FOR HILLS MILLER ROAD IMPROVEMENTS, OXFORD TOWNSHIP FOR CULVERT REPLACEMENT PROJECT, KINGSTON TOWNSHIP FOR CULVERT REPLACEMENT PROJECT AND GENOA TOWNSHIP FOR MAXTOWN ROAD IMPROVEMENTS FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

“COOPERATION AGREEMENT”
TRENTON TOWNSHIP AND DELAWARE COUNTY
DENT ROAD RECONSTRUCTION PROJECT

TRENTON TOWNSHIP RESOLUTION NUMBER _____ Date _____

DELAWARE COUNTY RESOLUTION NUMBER _____ Date _____

Trenton Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Dent Road Reconstruction Project.

Trenton Township will provide funds totaling 7.42 % of the cost of the project name. Such funds will come from the _____ fund.

Delaware County, through the County Engineer will provide funds totaling 7.42 % of the cost of the project name. Such funds will come from the _____ fund.

Trenton Township to be the lead applicant and to sign all necessary documents.

Trenton Township agrees to pay their percentage of project costs as invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its 7.42 % (not to exceed \$50,000) of the cost through the design engineering services contract and any balance toward the construction of the project as invoices are due. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

“COOPERATION AGREEMENT”
RADNOR TOWNSHIP, TROY TOWNSHIP AND DELAWARE COUNTY
HILLS-MILLER ROAD IMPROVEMENTS PROJECT

RADNOR TOWNSHIP RESOLUTION NUMBER _____ Date _____

TROY TOWNSHIP RESOLUTION NUMBER _____ Date _____

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DELAWARE COUNTY RESOLUTION NUMBER _____ Date _____

Radnor Township , Troy Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Hills-Miller Road Improvements Project .

Radnor Township will provide funds totaling 8.61 % of the cost of the project name. Such funds will come from the _____ fund.

Troy Township will provide funds totaling 6.75 % of the cost of the project name. Such funds will come from the _____ fund.

Delaware County, through the County Engineer will provide funds totaling 15.36 % of the cost of the project name. Such funds will come from the _____ fund.

Delaware County and Troy Township authorize Radnor Township to be the lead applicant and to sign all necessary documents.

Radnor Township and Troy Township agrees to pay their percentage of project costs as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 15.36 % (not to exceed \$50,000) of the cost through the design engineering services contract and any balance toward the construction of the project as invoices are due. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

“COOPERATION AGREEMENT”
OXFORD TOWNSHIP & DELAWARE COUNTY
OXFORD TOWNSHIP CULVERT REPLACEMENT PROJECT

OXFORD TOWNSHIP RESOLUTION NUMBER _____ Date _____

DELAWARE COUNTY RESOLUTION NUMBER _____ Date _____

Oxford Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Oxford Township Culvert Replacement Project _____.

Oxford Township will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the general fund.

Delaware County, through the County Engineer will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund _____.

Delaware County authorizes Oxford Township to be the lead applicant and to sign all necessary documents.

Oxford Township agrees to pay its 10.0 % of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 10.0 % (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Oxford Township at the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

“COOPERATION AGREEMENT”
Kingston Township and Delaware County
Kingston Township Culvert Replacement Project

KINGSTON TOWNSHIP RESOLUTION NUMBER _____ Date _____

DELAWARE COUNTY RESOLUTION NUMBER _____ Date _____

Kingston Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Kingston Township Culvert Replacement Project .

Kingston Township will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the _____ fund.

Delaware County, through the County Engineer will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the _____ fund.

Delaware County authorizes Kingston Township to be the lead applicant and to sign all necessary documents.

Kingston Township agrees to pay its percentage of project costs as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 10.0 % (not to exceed \$50,000) of the cost through the design engineering services contract and any balance

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toward the construction of the project as invoices are due. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

**“COOPERATION AGREEMENT”
GENOA TOWNSHIP AND DELAWARE COUNTY
MAXTOWN ROAD IMPROVEMENT PROJECT**

GENOA TOWNSHIP RESOLUTION NUMBER _____ Date _____

DELAWARE COUNTY RESOLUTION NUMBER _____ Date _____

Genoa Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Maxtown Road Improvement Project.

Genoa Township will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the _____ fund.

Delaware County, through the County Engineer will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the _____ fund.

Delaware County authorizes Genoa Township to be the lead applicant and to sign all necessary documents.

Genoa Township agrees to pay their percentage of project costs as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 10.0 % (not to exceed \$50,000) of the cost through the design engineering services contract and any balance toward the construction of the project as invoices are due. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

RESOLUTION NO. 01-1131

IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN BRYN MAWR AT DELAWARE SECTION 2, PHASE 2

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

Bryn Mawr at Delaware, Section 2, Phase 2

5310 feet of 8 inch sewer 23 manholes

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

RESOLUTION NO. 01-1132

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER KINDERCARE LEARNING CENTER #83:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
Kindercare Learning Center #83 861 Eastwind Drive Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00 Registration Fee
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before School After School			

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

RESOLUTION NO. 01-1133

IN THE MATTER OF APPROVING THE AMENDMENTS TO THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS CHILDREN'S WORLD LEARNING CENTER POLARIS PARKWAY AND GRACE FAMILY DAYCARE & PRESCHOOL:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
Grace Family Daycare & Preschool 375 Hills Miller Road Delaware, Ohio 43015	Infant	\$136.00	\$ 91.12	Summer Activity Fee \$ 0.00 K-8 \$ 6.00 1 st -4 th
	Toddler	\$123.00	\$ 82.41	
	Preschool	\$ 76.00	\$ 67.00	
	Schoolage (K-6)	\$ 91.00	\$ 60.97	
	Summer Kindergarten	\$100.00	\$ 67.00	
	Summer 1 st -4 th	\$ 94.00	\$ 62.98	
	Before School		\$ 41.00	
	After School		\$ 41.00	
Children's World Learning Center Polaris Parkway 8694 Oak Creek Drive Lewis Center, Ohio 43035	Infant	\$138.00	\$93.00	None
	Toddler	\$123.00	\$82.00	

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

RESOLUTION NO. 01-1134

IN THE MATTER OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SYMBIONT, INC./FAIRFIELD ACADEMY:

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

LETTER OF UNDERSTANDING

The parties herein enter into this Letter of Understanding as of 9/9/2001.

The parties are Delaware County Department of Job and Family Services as payer (address: 149 North Sandusky Street, Delaware, OH 43015), hereinafter referred to as "DCDJFS" and Symbiont, Inc./Fairfield Academy (address: 29 West Church Street, Newark, Ohio 43055) hereinafter referred to as "Provider."

ARTICLE I
STATEMENT OF PURPOSE

Statement of Purpose

Whereas, DCDJFS is the public agency responsible for the care and protection of dependent, neglected and abused children and unruly youth.

Whereas, Provider is a private agency, or proprietary organization incorporated under the laws of the State of Ohio.

Whereas, Provider is engaged in furnishing Residential Care.

Whereas, DCDJFS is authorized under the Statutes of the State of Ohio to provide care and services which it deems to be in the best interest of any child who needs, or is likely to need public care and services.

Whereas, DCDJFS wishes to purchase Residential Care from Provider.

NOW, THEREFORE, in consideration of the mutual understandings and responsibilities set forth herein, DCDJFS and Provider agree as follows:

ARTICLE II
RESPONSIBILITIES OF PROVIDER

Indemnity and Insurance

Indemnity: Provider agrees that it will at all times during the existence of this Letter of Understanding indemnify and save harmless DCDJFS against any and all liability, loss, damages and/or related expenses incurred through the provision of services under this Letter.

Insurance: Provider agrees to contract for such insurance, as is reasonably necessary to adequately secure the person and/or estates of DCDJFS consumers serviced by the Provider against reasonable

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foreseeable torts, which could cause injury or death as a result of its services

Civil Rights and Equal Employment Opportunity

Provider guarantees compliance with Title VI of the Civil Rights Act of 1964 and certifies that no qualified recipient shall be denied services or be subjected to discrimination because of any factor or condition such as creed or belief, sex, handicap, social or ethnic background, environment or social conditions.

Provider agrees that all applicants for, or recipients of, social services under this Letter have the right to make a complaint or file a grievance with the appropriate DCDJFS service worker or case manager should any adverse action be proposed or taken on their request for such services. Provider also agrees and certifies that goods and/or services shall be provided without discriminatory employment practices based on any factor or condition as referenced above.

Maintenance of Independent Contractor Status

It is agreed that nothing contained herein is intended or should be construed in any manner creating or establishing the relationship of co-partners between the parties hereto, or as constituting the Provider or the Provider’s employees as the agent, representative or employee of DCDJFS.

Except as otherwise provided herein, Provider shall maintain in all respects its present control and autonomy with respect to the methods, times, means and personnel for furnishing purchased services to eligible children as defined herein.

ARTICLE III
STATEMENTS ABOUT THE RELATIONSHIP

III. Statements about the Relationship

A. Target Population

DCDJFS reimbursement for services is limited to the following target group:

DCDJFS children needing therapeutic out of home care.

Costs and Units

SERVICES	UNIT DEFINITIONS	COSTS
Residential Care	1 Day	\$225.00

Set Minimums: N.A.

Set Maximums: N.A.

Liaison and Referral Arrangements

1. Provider Liaison
Jeff Christiansen, Director or Robert Vela, Administrator
2. DCDJFS Liaison
Assigned Placement Services worker
3. Referral Arrangements
Refer to attached Exhibit A and Attachments #1 and #2 for Program Requirements and information related to engagement of referrals, feedback to DCDJFS and reporting requirements

Billing Procedure

On a monthly basis within five (5) calendar days of the end of the service month, Provider shall submit a bill for services rendered to DCDJFS in accordance with instructions from DCDJFS. DCDJFS will make payment within fifteen (15) days after receipt of invoice, for all invoices received in accordance with the terms of this Letter and individual referral forms (hereinafter IRF), provided that such invoices shall be subject to audit and adjustment by DCDJFS before and after such payment is made. Payment shall be made to: Symbiont Billing Office, 29 West Church Street, Newark, OH 43055.

Confidentiality

Provider agrees that the use or disclosure by any party of any information concerning DCDJFS children and families served for any purpose not directly related with the administration of DCDJFS’s or Provider’s responsibilities with respect to purchased services is prohibited except upon the written consent of the parent or responsible guardian.

DCDJFS agrees that any release or use of Provider Agency’s client information will be handled in a confidential manner and information will not be shared with a third party without the client’s written consent.

Changes in Programs

Both parties are responsible for making written notification of program changes at least thirty (30) days prior to any changes which result from either a change in funding or program goals. Failure to agree on such changes will invalidate the Agreement at the end of the thirty (30) day notice.

Agency Affiliation with

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Provider, by this Letter becomes a "DCDJFS Purchase of Service Affiliate": This purchase of service relationship shall be indicated in all publications where reference is made to this purchase of service relationship, affiliation, source of support, or services described in this Letter.

Provider Staff Requirements

Applicable to Staff Who Work Directly With Children:

Provider will maintain and furnish for DCDJFS review, written, detailed policies and procedures regarding staff recruitment practices, screening procedures, reference and police checks and training methods. Staff who transport children must have a current valid driver's license and, if using their own private vehicle, automotive liability insurance. Providers are otherwise required to have said automotive insurance for agency cars.

Volunteer Service Requirements

Applicable to Volunteers Who Work Directly With Children:

Provider will maintain and furnish for DCDJFS review, written, detailed policies and procedures regarding volunteer recruitment practices, screening procedures, reference and police checks and training methods. Volunteers who transport children must have a current valid driver's license and, if using their own private vehicle, automotive liability insurance. Providers are otherwise required to have said automotive insurance for agency cars. Volunteers must have regular supervision by Provider's paid staff including a minimum of one supervisory conference per month, plus daily availability for volunteer phone contact.

DCDJFS Staff Development

Provider staff may participate in the DCDJFS staff development and childcare training curriculums. The training must be relevant to the purchased services and on an available slot basis. Arrangements are made between the Provider and the Staff Development Director.

Responsibility for Audit Exceptions

Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this Agreement. Provider further agrees to pay DCDJFS the full amount of incorrect reimbursements pursuant to Rule 5102: 2-31-07 (A)(17). The obligations of the service provider set forth therein are hereby incorporated by the reference into this Agreement as though fully set forth herein. Nothing in this Agreement shall be construed as releasing, reducing, or limiting the obligations of the service provider as set forth in that rule.

Exceptions to the Above.

None.

Additional Provisions

DCDJFS and Provider agree that purchase includes "residential care maintenance, administrative case management and case planning activities and related administrative activities" as defined and required by Ohio Department of Job and Family Services (ODJFS) Rule 5101: 2-33-18

Schooling

In the event the client's school district fails to pay, the county is responsible for payment to Fairfield Academy for client's schooling.

ARTICLE IV
STATEMENT OF UNDERSTANDING

Effective Date

This letter of Understanding is effective from September 9, 2001 through June 30, 2002. Records All records relative to this Letter of Understanding including IRF's, Service Plans, invoices, etc. shall be retained for five (5) years.

The Provider shall maintain such books, records, payrolls, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Letter of Understanding. Such records, which are directly pertinent to this Letter of Understanding shall be subject, at a prearranged time, for inspection, review, or audit by designated DCDJFS personnel.

Revisions and Termination

This Letter of Understanding is subject to review, renegotiation, expansion, reaffirmation, or cancellation on June 30, 2002.

Liaison and Referral Arrangements

DCDJFS agrees to provide clothing for children at the time of discharge from the Provider's Program in accordance with (a) the DCDJFS list, or (b) the Provider agency's clothing list (either a or b).

The Provider agrees to provide DCDJFS with quarterly reports as to the progress of children placed with the Provider by DCDJFS.

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If, at any time, Provider desires to remove a resident from its program due to lack of progress, Provider agrees to make every effort to maintain the child for thirty (30) days following written notification to DCDJFS of the need for removal. If DCDJFS and Provider agree that continuing to maintain the child would be damaging to the child's (or others) physical or mental health, decisions about removal in such emergency situations will be made by a DCDJFS supervisor and the Provider's Director on a case-by-case basis. If a resident is removed from the program, funding for that resident shall discontinue on the date the resident is removed.

If charges are filed against a child with the local Juvenile Court, this does not affect the 30-Day Notice provision. When charges are filed against a child in courts outside Licking County, if possible, the court hearing will be held in the other county and the disposition certified to Licking County.

Children Away From Placement

When a child leaves placement on AWOL status, or enters medical or psychiatric inpatient care, DCDJFS must be notified by the Provider on the day of occurrence, but no later than the next working day. DCDJFS will not pay for any child days when the child was away from placement unless so notified. Also, the Provider will notify the person, or persons listed to be contacted in case of emergency.

If a child in Provider placement enters medical or psychiatric inpatient care, the DCDJFS service team may request the Provider to hold the residential bed.

When a child leaves placement on AWOL status, DCDJFS may, or may not, request that the Provider hold a bed paid for by DCDJFS for the AWOL child through the following procedure: On days one through seven of AWOL DCDJFS staff will consider and notify the Provider to hold, or continue to hold, a bed paid for by DCDJFS, or immediately discharge the child. In deciding on the day of discharge, DCDJFS will consult the Provider and consider the service needs of the child. If the child has neither returned to placement, nor been discharged by the end of the seventh (7th) day of absence, payment will cease and the child will be considered discharged, except as provided below:

If a child, who is AWOL from placement, is remanded into the custody of the Juvenile Justice System (detention home) prior to the seventh day, DCDJFS can approve holding the bed.

Additional provisions

Child Care Facility Licensing

The Provider shall maintain an effective Ohio Department of Job and Family Services (ODJFS) license for operation of the facilities. The provider will send to DCDJFS a copy of the license renewal application sent to ODJFS sixty (60) days before the expiration of the license (thirty (30) days for licensing agencies). The cover letter to DCDJFS should indicate that the Provider is in compliance with all ODJFS licensing requirements. Upon receipt of the new license, a copy of the license shall be submitted to DCDJFS for maintenance in the Provider's file in order for the requirements of this part to be met.

DCDJFS will not make any payment for the care of a child who is in a childcare facility which is not currently licensed.

If payment is withheld due to a temporary lapse of license and a renewed license is subsequently received and backdated so there is no lapse of coverage, the DCDJFS will reimburse to Provider the withheld funds.

EXHIBIT A
RESIDENTIAL CHILD CARE SERVICES
LETTER OF UNDERSTANDING

Statements About the Relationship

Costs and Units

The definition of a unit of service is one day per child. Payment will be made for the day of entry of the child into the purchase care facility and for subsequent days of care. Payment provisions for AWOL situations are outlined in Section C below. CONTRACT WILL NOT EXCEED \$82,125.00.

Medical Procedure

Medical expenses of children with Medicaid coverage will be billed by the medical vendor directly to the State Medical Assistance Program. Medical expenses of children covered by parental medical insurance will be billed by the medical vendor directly to the insurance holder, if appropriate. Bills that require filing by the insured parent will be conveyed to the parent by the DCDJFS caseworker to see that any balance not paid by the insurance is paid by the parent or DCDJFS.

Medical expenses covered by none of the above will be the financial responsibility of DCDJFS including payment of the Medicaid rate for EPSDT (Early, Periodic Screening, Diagnosis and Treatment) exams for youth not covered by Medicaid. Also, DCDJFS pays for expenses where a child is basically covered by Medicaid or parental insurance, but Medicaid or the insurance does not cover the specific item or procedure, which is deemed necessary by DCDJFS and the Provider. Medical, dental and optical services to be paid by DCDJFS shall be billed by medical, dental or optical providers directly to DCDJFS. DCDJFS will pay the

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Medicaid rate for services rendered. (DCDJFS may provide to the Provider a list of medical, dental and optical providers in the Provider's area who accept DCDJFS payment of Medicaid rates). When DCDJFS is financially responsible, except in emergency medical situations, written approval from DCDJFS shall be obtained if:

Medical expenditures exceed	\$	50.00
Dental expenditures exceed	\$	75.00
Optical expenditures exceed	\$	100.00

Expenses arising from emergency medical situations do not require prior authorization.

On new admissions, as soon as possible, the DCDJFS caseworker will notify the Provider if the child is, or will be, covered by Medicaid, parental insurance, including specific coverage, or DCDJFS responsibility.

The Letter may be amended, terminated, or suspended at any time with thirty (30) days notice upon the express, written notification of either party for the following reasons: level of funding decreases or terminates, default, failure of Provider or DCDJFS to comply with terms of this Agreement, extensions of Letter, modifications in interagency procedures, or other reasons. The fees agreed to within the Letter Understanding are not subject to renegotiation during the term of this Letter of Understanding.

Review

Provider agrees to participate with DCDJFS in reviewing and monitoring service delivery relative to compliance with the terms of this Letter including referral procedures, billing, costs, service program provisions and other related matters. Such reviews shall occur at periodic intervals and prior to the final effective termination date. Results shall be shared in writing and verbally with the Provider.

Conclusion

It is understood and agreed that the entire understanding of the two parties is contained herein and that this Letter of Understanding supersedes any, and all oral agreements and negotiations between the parties relating to the subject matter hereof. All items incorporated by reference are attached and are deemed to be a part of this Letter of Understanding.

IN WITNESS THEREOF, the parties herein have executed this Agreement by affixing their signatures by their duly authorized officers as of the day and year first above written:

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

RESOLUTION NO. 01-1135

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

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

Contract for Services

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereinafter "Department"), the Delaware County Board of Commissioners (hereinafter "County"), and the Delaware JVS ABLE (hereinafter "JVS")

Whereas the Department is in need of services, and JVS is willing to provide those services at an agreed-upon price, the Parties do hereby mutually agree and promise to:

- A. JVS shall provide a basic skills GED preparation class for up to 30 clients referred by the Department. In addition to basic instruction, JVS will provide the following incentives to students.
 - 1. Each student who attends class for 12 hours will receive a \$25.00 gift certificate to a local merchant.
 - 2. Each student who passes the Official GED Practice Test with a minimum score of 48 will receive a \$50.00 gift certificate to a local merchant.
 - 3. Each student who passes the GED test will receive a \$100.00 gift certificate to a local merchant.
 - 4. Each student who already has a high school diploma, but low skills, will receive a \$25.00 gift certificate to a local merchant after attending 12 hours of class.
 - 5. Each student who already has a high school diploma, but low skills, will also receive a \$25.00 gift certificate to a local merchant for every 2-year skill advancement achieved. This achievement must be verified by the TABE (Test of Adult Basic Education) standardized assessment.
- B. JVS shall provide all instructional materials for the students.
- C. The Department shall pay:

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- 1. All instructional costs. This amount shall not exceed \$7,200.00.
- 2. All costs associated with the incentives detailed in section (A) above. This amount shall not exceed \$5,800.00.
- D. The cost of the Instructional Services is \$30.00 per hour. The classes shall meet for 6 hours each week, and last for 40 weeks.
- E. JVS shall submit a quarterly invoice to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- F. JVS understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- G. The time period for this Contract is from August 27, 2001 through June 26, 2002.
- H. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- I. Notwithstanding section (H), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- J. JVS agrees that the use or disclosure of any information concerning students for any purpose not directly connected to the delivery of purchased services is prohibited.
- K. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- L. JVS agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- M. JVS agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- N. The Department and JVS agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that JVS will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- O. This Agreement may be terminated by JVS or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, JVS must notify the Department immediately.

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

RESOLUTION NO. 01-1136

8:00 PM PUBLIC HEARING OF ANNEXATION PETITION FOR 15 ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Hearing:

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

RESOLUTION NO. 01-1137

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 15 ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to close the Public Hearing:

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

RESOLUTION NO. 01-1138

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ORDER OF COMMISSIONERS FOR ANNEXATION OF 15 ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

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

The Commissioners of Delaware County, Ohio having on the 1st day of October 2001, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Columbus, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Columbus as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
4. The territory included in the annexation petition is not unreasonably large;
5. The plat of the territory to be annexed is accurate, and
6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the City of Columbus, Ohio.

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

RESOLUTION NO. 01-1139

8:15 PM PUBLIC HEARING OF ANNEXATION PETITION FOR 5.681 ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to open the Hearing:

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

RESOLUTION NO. 01-1140

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 5.681 ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the Public Hearing:

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

RESOLUTION NO. 01-1141

ORDER OF COMMISSIONERS FOR ANNEXATION OF 5.681 ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

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

The Commissioners of Delaware County, Ohio having on the 1st day of October 2001, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Columbus, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;

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2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Columbus as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
4. The territory included in the annexation petition is not unreasonably large;
5. The plat of the territory to be annexed is accurate, and
6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the City of Columbus, Ohio.

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

RESOLUTION NO. 01-1142

IN THE MATTER OF APPROVING CHANGE ORDER # 1 FOR BID PACKAGE 10 (FURNISH AND INSTALL ASPHALT PAVING ADDED PER BULLETIN #3) FOR THE NEW SERVICES BUILDING:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve change order #1 for Bid Package 10:

Chemcote Incorporated

Original Contract	\$176,511.00
Change Order	\$ 15,255.75
Revised Contract Amount	\$191,766.75

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

RESOLUTION NO. 01-1143

IN THE MATTER OF APPROVING CHANGE ORDER # P6 OF THE PLUMBING CONTRACT (RO-DAN MECHANICAL SERVICES, INC.) FOR RENOVATION TO THE FORMER CARNEGIE LIBRARY BUILDING:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve change order #P6 for Plumbing Contract:

Ro-Dan Mechanical Sevices, Inc.

Original Contract	\$ 75,400.00
Previous Change Orders	\$ 86,444.00
Change Order	\$ 6,002.00
Revised Contract Amount	\$167,846.00

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

RESOLUTION NO. 01-1144

9:00PM – CONTINUING THE PUBLIC HEARING FOR ANNEXATION PETITION OF 1.186 ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to reconvene the Hearing:

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

RESOLUTION NO. 01- 1145

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 1.186 ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS:

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It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the Hearing:

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

RESOLUTION NO. 01- 1146

**ORDER OF COMMISSIONERS FOR ANNEXATION OF 1.186 ACRES OF LAND FROM
CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:**

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

The Commissioners of Delaware County, Ohio having on the 1st day of October 2001, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the Village of Shawnee Hills, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the Village of Shawnee Hills as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
4. The territory included in the annexation petition is not unreasonably large;
5. The plat of the territory to be annexed is accurate, and
6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the Village of Shawnee Hills, Ohio.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners